

|                     |   |  |              |
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## **SECTION B -- SUPPLIES OR SERVICES AND PRICES**

### **B.1 OVERTIME**

The Contractor is required to price the overtime CLIN on a Fixed Price Labor Hour basis and provide rates for each labor category used under the contract. The overtime CLIN is provided for on the schedule and may only be used when authorized by the Contracting Officer or her designee to accomplish within scope work on an other than regular time basis.

### **B.2 PRICE PROPOSALS**

In order to be in compliance with the RFP requirements, offerors responding to the solicitation are required to submit pricing information only as it pertains to the requirements in Section B - "Supplies or Services and Prices." Offerors are directed to follow the instructions contained in Section L of the solicitation to ensure that all requirements for proposals have been met.

### **B.3 SUPPLIES OR SERVICES AND PRICES**

The quantities listed below are the USPTO best estimates of its requirements for the Base and Option Years. The USPTO does not guarantee that it will order these exact requirements under this contract nor will it be obligated to do so. The USPTO anticipates volume fluctuations from week to week. The USPTO intends to use this contract as its only source for obtaining the supplies/services described on the following pages:

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SCHEDULE OF PRICES

| CLIN | SUPPLIES/SERVICES               | UNIT        | A<br>BASE<br>Year 1 | B<br>OPTION I<br>Year 2 | C<br>OPTION II<br>Year 3 | D<br>OPTION III<br>Year 4 | E<br>OPT. IV<br>Year 5 |
|------|---------------------------------|-------------|---------------------|-------------------------|--------------------------|---------------------------|------------------------|
| 1    | FILE MAINTENANCE                |             |                     |                         |                          |                           |                        |
| 1a   | ON-SITE                         |             |                     |                         |                          |                           |                        |
|      | Estimated Annual Quantity:      |             |                     |                         |                          |                           |                        |
|      | Reference refiling              | document    | 220,000             | 220,000                 | 220,000                  | 220,000                   | 220,000                |
|      | Interference Files              | document    | 75,000              | 83,000                  | 92,000                   | 102,000                   | 113,000                |
|      | Artifact files                  | file        | 26,000              | 27,300                  | 28,665                   | 30,098                    | 31,603                 |
|      | Unit Price: Staff Hour          |             |                     |                         |                          |                           |                        |
|      | Total Price:                    |             |                     |                         |                          |                           |                        |
| 1b   | OFF-SITE                        |             |                     |                         |                          |                           |                        |
|      | Estimated Annual Quantity:      |             |                     |                         |                          |                           |                        |
|      | Application files               | application | 30,000              |                         |                          |                           |                        |
|      | Unit Price: Staff               | Hour        |                     |                         |                          |                           |                        |
|      | Total Price:                    |             |                     |                         |                          |                           |                        |
| 2    | TECH CENTER COPYING             |             |                     |                         |                          |                           |                        |
|      | Estimated Annual Quantity:      |             |                     |                         |                          |                           |                        |
|      | References                      | image       | 920,000             | 1,012,000               | 1,113,200                | 1,246,784                 | 1,371,462              |
|      | Other                           | images      | 6,000,000           | 6,600,000               | 7,260,000                | 8,131,200                 | 8,944,320              |
|      | Unit Price:                     | Image       |                     |                         |                          |                           |                        |
|      | Total Price:                    |             |                     |                         |                          |                           |                        |
| 3    | DOCUMENT RECEIPT<br>AND MAILING |             |                     |                         |                          |                           |                        |
|      | Estimated Annual Quantity:      |             |                     |                         |                          |                           |                        |
|      | Outgoing Mail                   | document    | 750,000             | 820,000                 | 900,000                  | 1,000,000                 | 1,150,000              |
|      | Faxes received                  | fax         | 135,000             | 148,500                 | 163,350                  | 179,685                   | 197,654                |
|      | Unit Price:                     | Staff Hour  |                     |                         |                          |                           |                        |

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Total Price:

4 PRINT WORKING FILE

|                            |      |         |         |         |         |         |
|----------------------------|------|---------|---------|---------|---------|---------|
| Estimated Annual Quantity: | file | 322,000 | 344,000 | 381,000 | 443,500 | 475,500 |
|----------------------------|------|---------|---------|---------|---------|---------|

|             |      |
|-------------|------|
| Unit Price: | File |
|-------------|------|

Total Price:

5 GENERAL CLERICAL SUPPORT

|                            |      |       |       |       |       |       |
|----------------------------|------|-------|-------|-------|-------|-------|
| Estimated Annual Quantity: | hour | 2,080 | 2,080 | 2,080 | 2,080 | 2,080 |
|----------------------------|------|-------|-------|-------|-------|-------|

Labor Category:

Receptionist  
 Receptionist (Typing)  
     Secretary I  
     Secretary II  
     Secretary III  
     Typist I  
     Typist II  
     Data Entry Clerk  
     General Clerk II  
     General Clerk III  
     Dockets Receptionist

6 PETITIONS SUPPORT

|                            |      |        |        |        |        |        |
|----------------------------|------|--------|--------|--------|--------|--------|
| Estimated Annual Quantity: | hour | 10,400 | 10,400 | 10,400 | 10,400 | 10,400 |
|----------------------------|------|--------|--------|--------|--------|--------|

|             |      |
|-------------|------|
| Unit Price: | Hour |
|-------------|------|

Total Price:

7 MAIL OPEN/SORT

Estimated Annual Quantity:

|                                     |          |           |           |           |           |           |
|-------------------------------------|----------|-----------|-----------|-----------|-----------|-----------|
| US Received at Cust. Service Window | envelope | 550,000   | 600,000   | 650,000   | 710,000   | 770,000   |
| other means                         | envelope | 1,200,000 | 1,300,000 | 1,415,000 | 1,560,000 | 1,680,000 |

|              |          |         |         |         |         |         |
|--------------|----------|---------|---------|---------|---------|---------|
| PCT Received | envelope | 520,000 | 561,600 | 606,500 | 667,150 | 720,500 |
|--------------|----------|---------|---------|---------|---------|---------|

|                           |          |        |        |        |        |        |
|---------------------------|----------|--------|--------|--------|--------|--------|
| Disclosure Docs processed | document | 28,700 | 31,100 | 33,500 | 36,900 | 39,900 |
|---------------------------|----------|--------|--------|--------|--------|--------|

|             |          |
|-------------|----------|
| Unit Price: | Envelope |
|-------------|----------|

Total Price:

|                     |   |  |              |
|---------------------|---|--|--------------|
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8 FEE COLLECTION

8a NEW APPLICATIONS

Estimated Annual Quantity:

|     |             |         |         |         |         |         |
|-----|-------------|---------|---------|---------|---------|---------|
| US  | application | 410,000 | 450,000 | 485,000 | 530,000 | 575,000 |
| PCT | application | 86,000  | 92,000  | 99,000  | 110,000 | 118,000 |

Unit Price: Application

Total Price:

8b OTHER

Estimated Annual Quantity:

|     |          |         |         |         |         |         |
|-----|----------|---------|---------|---------|---------|---------|
| US  | document | 630,000 | 694,000 | 763,000 | 855,000 | 940,000 |
| PCT | document | 47,000  | 52,000  | 57,000  | 64,000  | 70,000  |

|                   |        |       |       |       |       |       |
|-------------------|--------|-------|-------|-------|-------|-------|
| Refunds Processed | refund | 5,000 | 5,100 | 5,400 | 5,650 | 5,900 |
|-------------------|--------|-------|-------|-------|-------|-------|

Unit Price: Document

Total Price:

9 FORMALITY REVIEW

Estimated Annual Quantity:

|                        |             |         |         |         |         |         |
|------------------------|-------------|---------|---------|---------|---------|---------|
| Total New Processed    | application | 543,000 | 570,000 | 599,000 | 629,000 | 660,000 |
| Missing Part responses | application | 123,000 | 129,000 | 135,500 | 142,000 | 149,000 |

|                       |                |        |        |        |        |        |
|-----------------------|----------------|--------|--------|--------|--------|--------|
| Cust. Service support | issue resolved | 37,800 | 39,690 | 41,675 | 43,758 | 45,946 |
|-----------------------|----------------|--------|--------|--------|--------|--------|

Unit Price: Application

Total Price:

10 OIPE FILE ROOM  
MAINTENANCE

Estimated Annual Quantity:

|                            |      |        |        |        |        |        |
|----------------------------|------|--------|--------|--------|--------|--------|
| New Artifact folders rec'd | file | 26,000 | 27,300 | 28,665 | 30,098 | 31,603 |
|----------------------------|------|--------|--------|--------|--------|--------|

Unit Price: Hour

Total Price:

|                     |   |  |              |
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11 BIB DATA ENTRY

Estimated Annual Quantity:

|             |             |         |         |         |         |         |
|-------------|-------------|---------|---------|---------|---------|---------|
| Files Keyed | application | 131,000 | 144,000 | 158,000 | 174,000 | 192,000 |
|-------------|-------------|---------|---------|---------|---------|---------|

Unit Price: Hour

Total Price:

12 PCT FILE ASSEMBLY

Estimated Annual Quantity:

|                |             |        |        |        |        |        |
|----------------|-------------|--------|--------|--------|--------|--------|
| International  | application | 66,700 | 73,400 | 80,700 | 88,800 | 97,600 |
| National stage | application | 39,300 | 43,200 | 47,500 | 52,300 | 57,500 |

Unit Price: Application

Total Price:

13 PCT COPY PROVISION

Estimated Annual Quantity:

|             |          |           |           |           |            |            |
|-------------|----------|-----------|-----------|-----------|------------|------------|
| Copies made | document | 516,000   | 567,500   | 624,000   | 687,000    | 755,000    |
| Copies made | images   | 7,950,000 | 8,745,500 | 9,620,000 | 10,582,000 | 11,640,000 |

Unit Price: Staff Hour

Total Price:

14 PCT MAILING

Estimated Annual Quantity:  
Quantity:

|          |         |         |         |         |         |
|----------|---------|---------|---------|---------|---------|
| document | 179,300 | 197,300 | 217,000 | 268,600 | 262,500 |
|----------|---------|---------|---------|---------|---------|

Unit Price: Document

Total Price:

15 PCT FILE ROOM  
MAINTENANCE

Estimated Annual Quantity:

|                                     |             |         |         |         |         |         |
|-------------------------------------|-------------|---------|---------|---------|---------|---------|
| International applications<br>filed | application | 135,400 | 149,000 | 164,000 | 180,000 | 198,000 |
| retrieved                           | application | 84,500  | 93,000  | 102,000 | 112,000 | 123,600 |

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|   |             |        |        |        |        |        |
|---|-------------|--------|--------|--------|--------|--------|
| National stage<br>had WIPO docs printed | application | 37,500 | 41,200 | 45,400 | 50,000 | 55,000 |
|---|-------------|--------|--------|--------|--------|--------|

|             |            |
|-------------|------------|
| Unit Price: | Staff Hour |
|-------------|------------|

Total Price:

16 WALKUP COPIER SUPPORT

|                               |      |       |       |       |       |       |
|-------------------------------|------|-------|-------|-------|-------|-------|
| Estimated Annual<br>Quantity: | hour | 2,080 | 2,080 | 2,080 | 2,080 | 2,080 |
|-------------------------------|------|-------|-------|-------|-------|-------|

|             |      |
|-------------|------|
| Unit Price: | Hour |
|-------------|------|

Total Price:

17 FILE INFORMATION  
UNIT SUPPORT

|                               |           |     |     |     |     |     |
|-------------------------------|-----------|-----|-----|-----|-----|-----|
| Estimated Annual<br>Quantity: | staff day | 500 | 500 | 500 | 500 | 500 |
|-------------------------------|-----------|-----|-----|-----|-----|-----|

|             |           |
|-------------|-----------|
| Unit Price: | Staff Day |
|-------------|-----------|

Total Price:

18 COURIER SUPPORT

|                               |       |    |    |    |    |    |
|-------------------------------|-------|----|----|----|----|----|
| Estimated Annual<br>Quantity: | month | 12 | 12 | 12 | 12 | 12 |
|-------------------------------|-------|----|----|----|----|----|

|                            |         |
|----------------------------|---------|
| Unit Price:<br>(per month) | Vehicle |
|----------------------------|---------|

Total Price:

19 TRADEMARKS SUPPORT

Estimated Annual  
Quantity:

|                                      |                  |         |         |         |         |         |
|--------------------------------------|------------------|---------|---------|---------|---------|---------|
| Answer Telephones                    | call             | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 |
| Mail, papers, etc. rec'd             | document         | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 |
| Conf Room Scheduling                 | appointment      | 3,000   | 3,000   | 3,000   | 3,000   | 3,000   |
| Faxing                               | document         | 65      | 65      | 65      | 50      | 50      |
| Lost File Searching                  | file             | 1,800   | 1,500   | 1,200   | 1,000   | 500     |
| File Retrievals                      | file             | 625,000 | 600,000 | 575,000 | 550,000 | 525,000 |
| File Purging                         | file             | 275,000 | 275,000 | 225,000 | 225,000 | 200,000 |
| Files Sent to Proofing               | file             | 220,000 | 200,000 | 180,000 | 100,000 | 50,000  |
| Inventory                            | file             | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 |
| Printing/Mailing Documents           | document         | 75,000  | 100,000 | 125,000 | 150,000 | 150,000 |
| Photocomposition (filing/retrieving) | file             | 220,000 | 200,000 | 180,000 | 100,000 | 50,000  |
| Registration docs mailed             | certificate      | 125,000 | 140,000 | 160,000 | 180,000 | 200,000 |
| Issue Notices                        | processed notice | 200,000 | 225,000 | 250,000 | 275,000 | 300,000 |

Unit Price: Staff Day

Total Price:

20 OVERTIME Hour

Labor Category:

21 PROJECT MANAGEMENT STAFF

|                               |       |    |    |    |    |    |
|-------------------------------|-------|----|----|----|----|----|
| Estimated Annual<br>Quantity: | month | 12 | 12 | 12 | 12 | 12 |
|-------------------------------|-------|----|----|----|----|----|

Unit Price: Month

Total Price:

22 PROJECT MANAGEMENT SPACE

|                               |       |    |    |    |    |    |
|-------------------------------|-------|----|----|----|----|----|
| Estimated Annual<br>Quantity: | month | 12 | 12 | 12 | 12 | 12 |
|-------------------------------|-------|----|----|----|----|----|

Unit Price: Month

Total Price:

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## **SECTION C -- DESCRIPTIONS AND SPECIFICATIONS**

### **C.1 DESCRIPTIONS AND SPECIFICATIONS**

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 STATEMENT OF WORK/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise provided or specified) to perform the following Statement of Work/Specifications.

### **C.2 SCOPE OF WORK**

The objective of this procurement is to obtain mission essential services in support of patent and trademark application processing. Requirements include receiving and processing US and international applications and application-related papers; maintaining miscellaneous paper files, collecting fees and updating electronic financial records; mailing examiner office actions and other documents; conducting legal and content reviews of newly submitted applications, creating electronic bibliographic data records, and preparing and mailing notices to applicants; copying technical references, application documents and other materials; printing and delivering working files for examiner use, sorting and delivering incoming mail and other materials; and locating and delivering paper application files in response to requests or in order to match incoming papers.

The majority of USPTO's US patent application files have been converted into electronic images and are stored in the Image File Wrapper system (IFW) which is used for all stages of the application examination process. However, during the base year of this contract there will be some patent applications still in paper. Most of these files will be converted to IFW during the base year although some small number may remain in paper for various reasons. The contractor is required to perform the appropriate processing for both paper and IFW applications. All Trademark (TM) applications are stored in electronic form in the Trademark Image Capture and Retrieval System (TICRS); some applications also are maintained in paper format. The contractor is required to perform the appropriate processing for both paper and TICRS applications.

#### **C.2.1 FILE MAINTENANCE**

##### **On-site**

##### **Search File Maintenance**

The examiners' search file currently contains foreign patent documents and non-patent literature (NPL) which are searched by patent examiners and other users to identify existing prior art. Following the move of all Technology Centers to the new Alexandria campus, the examiner search file (ESF) will be housed in the concourse level of some or all of the USPTO buildings located there. The ESF is housed in storage cabinets containing multiple drawers arranged in columns. These cabinets are commonly called "shoecases" and the individual drawers are referred to as "shoes." Each shoe is labeled to provide for easy identification of its contents. Shoecases are built of metal, typically in 2 or 3 sections. The average shoecase consists of 3 columns

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holding a total of approximately 81 shoes; however, some shoeboxes exist which consist of 2 or 4 columns of shoes. Shoes are utilized within each column from top to bottom. Each shoe is equipped with a label holder into which the appropriate label (also called a "shoe tag") is inserted. A pink label identifies a shoe containing foreign patent documents filed by US classification; a yellow label identifies a shoe containing foreign patent documents filed on the basis of the International Patent Classification (IPC) system; a blue label identifies a shoe containing NPL.

Foreign patent documents filed by US classification usually are filed in the shoes in publication date sequence within classification. Foreign patent documents whose filing labels contain a sequence number (a derivative of the publication date) will be filed using this number. All other foreign documents will be filed by reference to the publication data shown on the document. If more than one document contains the same publication date, the documents are filed in alphabetical order, by country, within the publication date. The label on each shoe containing foreign patent documents filed by US classification contains the word "Foreign" followed by the class/subclass (e.g., 320/23) and the publication date range (e.g., Jan 1993 - Dec. 1993) within the shoe. The label for the first drawer of foreign patent documents in a US classification always begins with "0" as the lower limit; the label for the last drawer always has the upper limit defined as "To Date." Frequently, foreign documents for multiple classifications may be filed in one shoe. In this situation, cardboard sheets should be inserted between the last document of a classification and the first document of the next.

Foreign patent documents filed by IPC also are filed in the shoes in publication date sequence within classification. The label on each such shoe contains the word "Foreign" followed by the IPC Subclass and Group designation (e.g., A61K 001); in many instances a range of IPC designations are cited.

Non-patent literature (NPL) is filed in the shoes immediately behind the foreign documents. Filing of NPL may begin in the last drawer of foreign documents. In this situation, a cardboard sheet is inserted between the foreign and NPL documents and the shoe tag is marked to indicate NPL is in the shoe. NPL are filed in publication date sequence with any undated documents placed behind those with dates.

The contractor shall refile all documents removed from the examiner search file (ESF) as well as initially file materials being added to the ESF. In each search room, there is a designated location where documents to be refiled in the ESF can be dropped. The contractor is required to empty these drop boxes daily and shall correctly refile all documents within 8 hours of pickup. During document refile, the contractor should identify any damaged documents and repair/replace and refile those documents within 16 work hours.

In addition to refile documents, the contractor shall continuously monitor the condition of each search room and shall promptly take such actions as necessary to insure the neat and orderly condition of that search room; e.g., shifting documents between shoes to eliminate overfilling of a shoe, replacing shoes left lying on top of shoeboxes or on the floor, and replacing/correcting shoe tags as necessary.

The contractor shall refile documents at minimum accuracy and timeliness levels of 98%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within 8 hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of filing work as required by the Government.

### **Artifact Files**

Non-scannable application documents (e.g., color drawings) and other items (e.g., computer disks) are placed in Artifact Files, which are stored in designated filing areas. Each Artifact File contains a machine readable bar code label containing the application serial number and the appropriate alpha suffixes. A patent application

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may have one, none, or several artifact files associated with it. Artifact files for plant applications are forwarded to the TC as soon as they are prepared. All other artifact files are forwarded to the TC as soon as OIPE processing is completed and the applications' PALM status changes to 20. As needed, artifact files are retrieved from the file area for use in examining the related application. Following completion of the examination process, artifact files for allowed cases will be ordered from the file room by the Office of Publication as needed. Artifact files for abandoned and other applications periodically will be purged from the file room as directed by the Government (see below).

The contractor shall insure that all artifact files delivered/returned to a filing area are promptly and accurately refiled within 4 hours of receipt; multiple artifact files for the same application must be colocated in the filing area. Prior to returning a file to a shelf, the contractor must update PALM location information by scanning the bar code label containing the application serial number; no artifact file is to be placed on a shelf before its location information is correctly updated. During the filing process, the contractor shall identify any artifact file folder and/or bar code label affixed to the folder which is damaged and shall promptly take the appropriate steps to replace the folder and/or bar code label.

An examiner may request retrieval of artifact files by either (1) completing a retrieval request form and placing it in the retrieval request box located in each TC service center or (2) sending an e-mail to the appropriate Outlook mailbox for the TC. The contractor shall pickup retrieval requests from each designated drop location a minimum of twice each workday (approximately 9:30 a.m. and 1 p.m.) and shall check the appropriate Outlook mailboxes for the presence of new requests no less than once each hour during the workday. After retrieving/receiving file requests, the contractor shall promptly locate the requested file, charge it to the new location, and deliver it to the appropriate examiner mailbox. Every attempt must be made to locate the requested file. The contractor must deliver all requested files to the designated location(s) (usually the examiner mailboxes) on the next regularly scheduled pickup/delivery run (e.g., request retrieved in the morning-file delivered in the afternoon; request retrieved in the afternoon-file delivered the next morning). If after 8 work hours the contractor is unable to locate the requested file, the contractor shall promptly notify the requester that the file has not been found and that the contractor will continue to search. If the requested file has not been found after 24 work hours, the contractor shall promptly notify the COTR or other designated Government Representative.

As requested by the Government, the contractor will locate and remove from central files those artifact files listed on a Government provided report and will deliver the files to the specified location(s) after updating PALM. The Government also may require the contractor to inventory the contents of any or all of the artifact file areas. Such an inventory will be conducted by scanning the bar code label on each file in order to update the PALM location information. Details (location, required turnaround time, etc.) of each inventory will be mutually agreed upon by the COTR and the contractor prior to initiation of the work.

The contractor shall meet all turnaround times and shall perform the work at a minimum accuracy level of 99%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within 8 hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of artifact file retrieval work as required by the Government.

## **Interference Files**

Interference files are maintained in file cabinets and other storage containers located in the Tech Centers and/or the concourse search areas. Documents are filed by classification and are retrieved/reviewed by examiners as needed during the examination process. The contractor shall refile all documents removed from an interference file as well as initially file any documents being added to an interference file. Documents to be filed/refiled in

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the interference files will be placed in designated locations colocated with the interference files. The contractor shall check these locations daily and shall correctly file all documents within 8 hours of retrieving them from the drop locations.

The contractor shall monitor the overall condition of the interference files and shall promptly take appropriate actions to insure the orderly condition of the files; e.g., correcting misfilings; shifting documents between drawers/cabinets to eliminate overcrowding; labeling/relabeling drawers to correctly identify contents. Periodically, the Government will provide the contractor with lists or other information which the contractor shall use to purge or otherwise update the files.

The contractor shall refile documents at minimum accuracy and timeliness levels of 98%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within 8 hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of filing work as required by the Government.

## **Off-site**

### **Residual paper files**

The majority of the paper patent application files will be converted into the Image File Wrapper (IFW) system by December 2004; conversion of the remaining files is expected to be completed no later than the end of fiscal year 2005. Until all paper application files have been converted into the IFW system, the contractor shall maintain all such "residual" files in the warehouse located in Springfield, VA. Application files are stored in serial number order by TC to which the case is assigned. The contractor shall update PALM location information before refiling or removing from the file area any paper application file. Occasionally, an examiner or some other individual may request retrieval of a paper application file using the file retrieval request method outlined under the Artifact Files section above. The contractor shall locate each requested file, update its PALM location, and deliver the file to the appropriate examiner mailbox on the next regularly scheduled pickup/delivery run.

Application-related follow-on papers and faxes for these "residual" paper files will be forwarded to the contractor. The contractor shall, within 16 work hours of initially receiving the papers/faxes, promptly match each paper/fax with the correct application file, update the file's PALM location, and forward the file to the designated location for conversion into the IFW system or other processing as appropriate (e.g., abandonment processing). If a file cannot be located within the required 16 hours, the contractor shall contact the designated Government Representative for instructions.

As requested by the Government, the contractor will locate and remove from central files those application files listed on a Government provided report and will deliver the files to the specified location(s) after updating PALM. The Government also may require the contractor to inventory the contents of any or all of the application file areas. Such an inventory will be conducted by scanning the bar code label on each file in order to update the PALM location information. Details (location, required turnaround time, etc.) of each inventory will be mutually agreed upon by the COTR and the contractor prior to initiation of the work.

The contractor shall meet all turnaround times and shall perform retrieval work at 100% accuracy level. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within 8 hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of application file retrieval work as required by the Government.

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## **C.2.2 TECH CENTER COPYING**

Office actions mailed to patent applicants contain copies of foreign and NPL reference documents identified by the examiners during the examining process. The contractor is required to provide these reference copies. The Government will provide space in the Jefferson and Remsen buildings at USPTO's Alexandria campus for two copy centers to house contractor personnel and equipment in support of this requirement.

### **Paper Applications**

At least once in the morning and once in the afternoon of each workday, the contractor is required to pickup from designated locations paper application files containing foreign and/or NPL references to be copied. After taking all retrieved files to the appropriate copy center(s), the contractor must immediately change each file's location in the PALM system. If the PALM system is nonoperational, the contractor should begin processing the work but should update the PALM information as soon as the system becomes operational. Using the information contained on form USPTO-892 as guidance, the contractor shall disassemble, reproduce, and reassemble all documents provided for copying. Each copy must be produced on 8 ½" x 11" paper and should have one staple placed in the upper left-hand corner. Copies must be legible and complete, possess images which are distinct and properly centered, and be properly stapled together. If the reference copies provided by the examiner are the search file copies or are personal copies to be returned to the examiner, the contractor shall make two copies of each such document - - one for mailing to the applicant and one for inclusion in the application file. If the reference copies provided by the examiner are to be mailed to the applicant, the contractor shall make one copy of each such document for inclusion in the application file; original source documents should be returned promptly to a reference filing pickup location for refiling in the search file, returned to the examiner, or inserted in the application file as appropriate.

The contractor shall verify that all references listed for copying are available in the application file. If listed references are missing, the contractor shall copy those references available, note which references are missing, and return the file to the Government Representative. The contractor is required to complete all copying and deliver the application file to the designated location no later than 8 hours after file pickup. All files must have their location changed in the PALM system prior to leaving a copy center. If the PALM system is nonoperational, the contractor must insure that when the applications are delivered to the next processing stage the PALM information is updated.

### **IFW Applications**

At least once in the morning and once in the afternoon of each workday, the contractor is required to pick up from designated locations red action folders containing office actions to be copied, mailed, and scanned. The contractor shall promptly take the action folders to a copy center where a copy shall be made of each document contained in the folder. Additional copies of foreign and/or NPL references shall be made as requested by the examiner. The contractor shall disassemble, reproduce, and reassemble all documents requiring copying. Each copy must be produced on 8 ½" x 11" paper and should have one staple placed in the upper left-hand corner. Copies must be legible and complete, possess images, which are distinct and properly centered, and be properly stapled together. After confirming that they meet required standards, the contractor shall insert the copies and the source documents into the appropriate action folder and shall deliver the folder to the appropriate location for the next processing phase (e.g., mailing). The contractor is required to complete all copying and deliver the folder to the designated location no later than 8 hours after folder pickup.

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As requested by the Government, the contractor will copy other materials placed in a designated pickup location and containing a Contractor Copying Request Form. Typically, such requests will be for high-volume copying such as biweekly PALM reports or similar materials. Requests for a small number of copies (e.g., one or two copies of one or two pages) should be returned to the Government Representative without action. Required turnaround time will be annotated on the Request Form; however, the Government will not request less than 4 hours at any time. If adjustment to the requested turnaround time is desired, the contractor should discuss the request with the Government Representative.

The contractor shall perform copying work at quality and timeliness levels of 100%. The Government will randomly inspect the quality and timeliness of the contractor's work while the files are in the copy center. In addition, all reference copies will be checked for quality and conformance with standards prior to their insertion in an envelope for mailing. Unacceptable copies will be replaced by the contractor within 2 hours at no cost to the Government. The contractor will provide daily, weekly, and/or monthly reports of Tech Center copying work as required by the Government.

### **C.2.3 DOCUMENT RECEIPT AND MAILING**

Each of the four buildings (Jefferson, Remsen, Randolph, and Knox) at USPTO's Carlyle campus which house patent examiners has a TC mailroom established in the Concourse Service Center. Mail is delivered to these mailrooms at least twice each day. TC outgoing mail is delivered to these mailrooms from which mail center personnel retrieve it and take it to the mail center for metering and pickup by the US Post Office. The contractor is required to staff each TC mailroom and process both incoming and outgoing mail.

The contractor shall sort all incoming mail, deliver it to designated locations, and place it in the appropriate mail boxes or other areas. All incoming mail shall be delivered within 2 hours of receipt in the mailroom.

The USPTO has established one centralized location where all incoming "official" faxes are received. The contractor shall staff this central official fax facility, from 7:30 a.m. - 5:00 p.m. The contractor shall promptly retrieve all incoming faxes and process each in accordance with instructions. No fax shall remain in a fax machine or printer tray for more than 1 hour after it is printed. The contractor shall meet the below listed processing times for handling all faxes received:

- fax is for a paper application, no fees need to be charged: fax must be delivered to the appropriate paper matching team within 2 hours of retrieving the fax from the printer;
- fax is for a paper application, fees need to be charged: fees must be entered into RAM and fax delivered to the appropriate paper matching team within 4 hours of retrieving the fax from the printer;
- fax is received for an IFW application, no fees need to be charged: fax must be placed in designated pickup location within 1 hour of retrieving the fax from the printer;
- fax is received for an IFW application, fees need to be charged: fees must be entered into RAM and fax delivered to the designated pickup location within 4 hours of retrieving the fax from the printer.

Once each morning and once each afternoon, the contractor shall perform pickups and deliveries within the tech centers and to other designated locations within the USPTO Alexandria campus. Materials retrieved during pickups must be delivered to designated Carlyle locations no later than during the next scheduled pickup/delivery. Materials retrieved during pickups and which require delivery between the South Tower Building in Crystal City and Carlyle must be transported to the other building no later than the next scheduled courier run; delivery to the designated location in either location must occur no later than the next scheduled

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delivery run in that building. Only the following locations are approved for pickups/deliveries by the contractor errand runners:

#### Internal Tech Center locations

- Director's office,
- Examiner mailboxes (not individual examiner offices),
- Classification unit,
- HSLIE offices
- Paralegal office,
- SPRE office,
- SPE offices,
- Tech Support Team Leader,
- License and Review;

#### Other USPTO Locations

- COTR,
- Office of Human Resources,
- Scientific and Technical Information Center,
- OIPE-Customer Services,
- FIU-Record Room,
- Office of Petitions,
- Commissioner and Deputy Commissioners for Patents,
- PCT Operations,
- Office of Publications,
- Patent Academy.

The contractor shall direct to the COTR all requests for deliveries to locations not listed above.

At least twice each workday (normally once in the morning and once in the afternoon), the contractor will retrieve from designated locations application files or red action folders containing office actions to be mailed; files/folders also may be delivered to the contractor from the reference copying center. As office actions typically "start the clock" for a response or other action by an applicant, timely and accurate mailing is critical. Immediately upon returning to the document mailing area, the contractor shall update PALM location information for any paper application files retrieved. Before printing the office action, the contractor must perform the following checks.

- Review the Office Action Summary (PTO-326 or PTO-90C) and determine if there are attachments to be mailed; verify all attachments are present. Promptly return the application to the Government Representative if any of the noted attachments are missing; if any attachments appear to not belong with the office action; if disbursement of attachments has not been clearly identified; or any other problems exist which would prevent the prompt, accurate mailing of the office action.
- Verify an original and one copy of the office action are present. The last page of the original copy of the office action must have the examiner's stamp and signature; the last page of the copy of the action must have, at a minimum, the examiner's stamp. Promptly return any office action that has not been properly signed and or stamped by the examiner to the Government Representative.

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- Determine whether a Notice of References Cited (PTO-892) and related reference copies are present. If the PTO-892 is hand-written, return the application/action folder to the Government. If the examiner has cited foreign or NPL references which will be mailed with the office action (US references are no longer mailed with office actions), this form along with two copies of each cited reference must be present in the application. Promptly return the application to the Government Representative if any of the cited references are not present or if references are present which are not cited. If more than two copies of any reference are present, check with the Government Representative to verify disposition of the additional copies.
- Perform the final quality check of all reference copies found in the application to insure their conformance with required standards. If any of the cited references fail to meet the standards or if insufficient copies are present, take the application immediately to the copy center for recopying of the references.
- Verify the identical serial number is shown on the application file jacket, all pages of the office action, and any attachments to be mailed. Promptly return the application to the Government Representative if there is a serial number discrepancy on any page of or attachment to the office action or if extraneous papers are found in the file jacket or the red action folder.
- Verify that the office action is complete and legible. Pages in an office action normally are sequentially numbered. Promptly return the application to the Government Representative if the office action or any of its copy(ies) are illegible.
- Determine the number of envelopes which will be required to mail the office action and any references and attachments. This number will determine the number of copies of the PTO-90C which must be printed.

If a paper application is returned to the Government for correction, the contractor must PALM the case to the appropriate team leader. If a red action folder is returned to the Government for correction, it is recommended that the contractor maintain a record of all folders returned and when they are received back from the Government.

To begin printing, the contractor must select (right click with the PC mouse) the PALM EXPO icon displayed on the PC desktop. The contractor shall then

- select the Mail icon on the screen which appears;
- scan the application serial number bar code label on the application file jacket/red action folder (the type of Office Action to be mailed will appear in the "Office Action to be mailed" description box);
- highlight the office action to be mailed and select OK;
- when the print screen appears, indicate the number of copies to print;
- select Print to print the PTO-90C. This form will print with the appropriate mailing date (today's if before 2 p.m.; tomorrow's if after 2 p.m. or tomorrow's date box is checked), the correspondence address of the attorney or applicant of record, and the statutory period to respond to the office action.

The contractor shall quality check the printed document to insure the printed information is appropriately placed and clearly readable; if it is not, the contractor must reprint the form in the required manner. If PALM does not print the desired action and displays an error message (e.g., The system has no action to mail), the contractor should not make a second attempt. The office action along with a screen print showing the error message shall be promptly returned to the Government Representative.

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After printing the PTO-90C form, the contractor shall assemble all original copies of the form, the office action, and any attachments and references and shall, if a paper application is present, insert the office action copy in the right-hand clamp of the file under the prints and insert the reference copies under all papers in the center of the file. If a red action folder is present, the contractor shall insert the office action, form, and any attachments and references into the red action folder and shall place the folder in the designated location for indexing and scanning into IFW. The contractor shall insure the folder and all required documents are placed in the designated pickup location no later than 4 hours after completing mailing of the office action. The contractor shall fold and insert into the appropriate size window envelope (i.e., piggyback if there are reference copies, legal-size white window envelope if there are not) the copy of the office action. If using a piggyback envelope, the contractor shall insert the references and all but the first page of the office action into the large envelope and shall fold and insert the first page of the office action in the window portion of the envelope, ensuring that the mailing address is clearly visible in the address window. When an office action is mailed in multiple envelopes, each envelope must be appropriately marked; e.g., 1 of 2, 2 of 2, etc.

Prior to inserting them in the appropriate mailing envelope, the contractor shall verify the presence of all required documents to be mailed, insure all documents meet required quality standards, and verify that the name and serial number printed on the PTO-90C form agree with the name and serial number on the application file/red action folder. The envelope should then be securely sealed and placed in the designated mail pickup location. If the contractor has the paper application file, the mail date must be stamped in the appropriate location on the application file then the file should be returned to central files unless other instructions are provided by the Government.

To print a Notice of Allowance for mailing, the contractor shall follow the steps outlined above (to print a PTO-90C). The contractor shall quality check the printed document to insure the printed information is appropriately placed and clearly readable; if it is not, the contractor must reprint the form in the required manner. The contractor shall assemble the file copy (last page) of the PTO-85 form and any attachments and shall (if a paper application is present) place a staple in the upper left-hand corner and insert the copies in the clamp on the right side of the file jacket under the prints. In the appropriate boxes on the face of the file jacket, the contractor shall record the following information from the PTO-85: Notice of Allowance mail date, issue fee amount due, and issue batch number. If a red action folder is present, the contractor shall insert the copies into the red action folder then place the folder in the designated location for indexing and scanning into IFW.

When an office action is printed from PALM prior to 2:00 p.m., the current day's date will print on the document. In order to insure that the metered date applied in the mail center will be the same as the date printed on the document, the contractor must insure that these documents are processed in sufficient time for the mail center to retrieve the envelopes and apply the postage meter prior to pickup by the US Post Office. If an office action is printed after 2:00 p.m., the next day's date will print on the document. In order to insure the document date and the postage meter date agree, the contractor must hold the envelopes for pickup by the mail center the next day.

The contractor is required to plan his work to account for possible PALM problems and to accomplish required turnaround times despite high volumes of work normally encountered just before and immediately after "count Monday." The Government will not be held responsible for delays created by PALM problems.

The contractor shall mail all Notices of Allowance within 1 day of retrieval from the pickup location. All other mailing processing should be performed immediately following retrieval by the contractor; the contractor shall have the sealed envelopes available for mailroom pickup no later than 2 days after retrieval of the work. The contractor shall perform all document receipt and mailing work at minimum quality, timeliness, and accuracy

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levels of 99%. The contractor shall take any and all steps to insure that mailing is performed as required and to insure that office actions are not erroneously placed in folders and not mailed. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within 4 hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of document receipt and mailing work as required by the Government.

#### **C.2.4 PRINT WORKING FILE**

The contractor shall monitor the appropriate IFW mailbox established for each TC in order to promptly identify examiner requests for creation of a working file. Only the following documents are authorized for printing by the contractor and inclusion in a working file: Specification, Abstract, Claims, and/or Drawings. Using Government-provided equipment, the contractor shall print from IFW the requested documents and shall insert these documents into the folders identified for this purpose. In addition, the contractor must print a serial number and bib data label and affix each to the front of the folder. Completed working files must be delivered to the examiner's mailbox no later than 1 work day from the original request.

The contractor shall retrieve from each TC's service centers working files identified for shredding and shall dispose of them in the TC shredding bin. Folders, which are reusable, should be emptied and saved by placing them in close proximity to the working file printer(s). The contractor may be required to deliver the shredding bins to a designated location when pickup by the shredding contractor is scheduled.

The contractor shall institute such quality checks as are required and shall perform all working file production work at minimum quality and accuracy levels of 100%, and a minimum timeliness level of 98%. The Government will randomly inspect the contractor's work. The contractor is required to correct any problems or deficiencies within 4 hours of receiving notification that such exist. Work to correct contractor-generated errors will not be charged to the Government. The contractor will provide daily, weekly, and/or monthly reports of scanning work as required by the Government.

#### **C.2.5. GENERAL SUPPORT**

As required b the Government, the contractor shall provide ongoing services in support of patent application examining and processing. Representative tasks include answering phones, processing examining case transfers, researching PALM to locate application information, typing examiner office actions, and docketing cases to examiners. All work will be performed under the supervision of a Tech Center or other contractor supervisor with technical advice provided by the Government as necessary. The contractor will provide daily, weekly, and/or monthly reports of this work as requested by the Government.

#### **C.2.6 PETITIONS SUPPORT**

The contractor shall provide staff on a continuing basis to the Office of Petitions to perform typical support functions such as those outlined below:

- processing incoming mail including opening, sorting, and routing within 3 hours of receipt;
- collecting fees including entering appropriate information into RAM system, printing RAM information on designated sheet and forwarding for scanning into IFW, providing RAM data information and/or financial documents (e.g., checks) to Finance;

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- correctly processing petitions received in the office including researching status, identifying file location and ordering file (if paper file), performing other appropriate actions as directed by Paralegal;
- maintaining tickler files to monitor due dates and notifying Petitions' personnel when due dates are approaching and/or have passed;
- receiving walk-in petitions by going to guard station to accept delivery, stamping receipt date on document, and returning document to office;
- escorting non-PTO personnel from the guard station to the Petitions office;
- mailing petition decisions and other office actions including updating PALM, stamping documents with mail date, insuring all attachments are mailed, submitting copy of all outgoing documents for indexing and scanning into IFW; and
- maintaining files and other records as required by Petitions' staff.

Individuals working under this line item must work 7:30 a.m. to 4:00 p.m. The contractor will provide daily, weekly, and/or monthly reports of Petitions support work as required by the Government.

### **C.2.7 MAIL OPEN/SORT**

Each day the USPTO receives a large volume of mail relative to US and international applications, as well as other materials, which must be opened and routed to the correct location. Several times each workday, mail is delivered to the OIPE open/sort area by the USPTO mail center. This mail is divided into new applications and follow-on papers (often referred to as "flat work"). The contractor is required to complete opening, sorting, and accurate routing of all nonfee mail within 2 workdays of its receipt and all fee mail (including fee collection) within 3 workdays of its receipt. All mail containing fees must be processed in a manner to support collection of all fees within 24 clock hours of their receipt in USPTO.

The contractor shall open all "flat work" envelopes, remove the contents, and accurately record the mail receipt date shown on the envelope. For US application-related documents, the date should be placed in the upper left corner of the first page of each unique document. For applications filed under the PCT, the date should be stamped across the top right-hand side of the first page of each unique document. If multiple documents/applications are bound together, the contractor must be sure to keep the documents together but must record the mail receipt date on the first page of any cover letter and each unique document. International and national stage applications filed together under the PCT must be kept together. As required by the Government, the contractor will enter transaction codes into the PALM system for selected document types before releasing the documents from open/sort.

During the transition of US application files from paper files to image file wrappers (IFW), the contractor must determine for each follow-on document whether the pertinent application file is in paper or image format. For applications in paper, the contractor will determine the appropriate routing for each follow-on document and will record its destination by writing it in the upper right corner of the document or by highlighting the Group/AU information contained in the document or its cover letter. For applications in IFW, the contractor will deliver the documents to the designated location for pickup by the indexing/scanning contractor.

For each newly received US application, the contractor must determine the correct mail date (generally the date received in the USPTO mailroom or, in the case of express mail, the date deposited with the US Post Office). In addition, the contractor must determine the appropriate application type (i.e., Utility, Plant, Design, Request for Reexamination, Provisional, Reissue, Disclosure Document) and assign an application serial number to each new application. A Government-provided serial number label must be attached to a control sheet (Attachment 1) associated with each new application. Using Government-provided software, the contractor will generate

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and print a date label and will affix this label to the upper left corner of the first page of the first document in the application. After insuring the application documents are securely bundled together (plastic bags in which an application can be placed may be available from the Government for this purpose), the contractor shall promptly forward the applications for fee collection. Following collection of the appropriate fees, the contractor will deliver the applications to the designated location for pickup by the indexing and scanning contractor.

After collecting required fees for newly received international and national stage applications filed under PCT, the contractor shall identify any national stage applications for which WIPO documents must be ordered from the International Bureau (IB) in Geneva. No less than three times weekly, the contractor shall submit an order to the IB for the required documents. After recording the order information, the contractor shall forward the application documents to the appropriate location in PCT Operations for further processing.

For each newly received Disclosure Document (DD), the contractor shall collect the appropriate fees, verify the DD meets all submission requirements, assign the DD identification number, return an unacceptable DD to the inventor, and/or provide a receipt to the inventor for each DD accepted. The contractor shall maintain the DD file room by boxing, filing, retrieving, and refiling DDs stored there and by performing shifting, purging, and other general housekeeping duties as appropriate. The contractor shall respond to DD service requests by collecting fees; retrieving, copying, and refiling the required DD, and mailing the requested copy to the inventor. As required, the contractor shall retrieve a DD for matching with a patent application. (See Attachment 2 for detailed DD processing information.) The contractor shall complete all processing related to a newly received DD, a DD copy request, or a DD retention request within 3 workdays of receiving the request.

As requested by the Government, the contractor shall print electronically received (ABX) applications and shall either forward the paper copy for indexing and scanning and inclusion in the IFW or compare the printed copy to the version automatically scanned into IFW. For each ABX application received, the contractor must verify that auto fee collection occurred and that appropriate fees were posted to the Revenue Accounting and Management (RAM) system. The contractor shall promptly make any corrections, adjustments, etc. as necessary to insure correct processing of fees.

The contractor is required to staff the Customer Services Window at USPTO's Alexandria campus from 8:30 a.m. until midnight each workday unless otherwise directed by the Government. Mail received at the window shall be forwarded to the open/sort staff for processing in accordance with the following schedule:

- received between 8:30 and 4:00 p.m. - delivered to open/sort by 5:00 p.m. of same day,
- received between 4:00 p.m. and midnight - delivered to open/sort by 8:00 a.m. the following morning.

If a customer presents a receipt and requests that it be date stamped, the contractor must review the materials to insure the documents listed were received. Any discrepancies must be noted on the receipt and the transmittal letter prior to stamping the current day's date on the receipt. On the last Friday of the biweek and the first Monday of the biweek, at the discretion of the Government, specified papers (e.g., amendments) may require expedited handling and delivery for indexing and scanning.

The contractor shall perform Mail Open/Sort work at minimum quality, accuracy, and timeliness levels of 99.5%. The Government will randomly inspect the contractor's work. The contractor is required to correct any problems or deficiencies within 4 hours of receiving notification that such exist. Work to correct contractor-generated errors will not be charged to the Government. The contractor will provide daily, weekly, and/or monthly reports of US mail open/index work as required by the Government.

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## C.2.8 FEE COLLECTION

### New Applications

As part of the initial processing of newly received US applications, the contractor will determine the number of claims contained in each application and shall calculate application fees accordingly. For newly received applications filed under the PCT, the contractor shall collect submitted fees in accordance with applicant instructions. The contractor will utilize personal computers to post application fees to the RAM financial system. Fees are received either by check, charge, or authorization to deduct fees from specified deposit accounts. The contractor will enter the fee code, fee amount, application serial number, mail date, receipt date, and/or other data as required. The contractor must ensure that the serial number contained on an application and entered into the RAM system are identical.

At the end of each workday, the contractor is required to generate from RAM a printout of that day's work which will be used to reconcile that day's transactions. After correcting any errors and completing the reconciliation, the contractor will deliver all documents and financial instruments to the designated location(s).

The contractor must process all fees within 24 clock hours (excluding Saturdays, Sundays, and holidays) of their receipt at the USPTO. At the end of a fiscal year, the contractor is required to take whatever steps are necessary to insure all fees are processed prior to year-end closing of the financial records. A quality level of 100% is required for posting of fees to the correct application serial number; other aspects of fee collection shall be performed at minimum quality and accuracy levels of 98%. The Government will randomly inspect the contractor's work. The contractor is required to correct any problems or deficiencies within 4 hours of receiving notification that such exist. Work to correct contractor-generated errors will not be charged to the Government. The contractor will provide daily, weekly, and/or monthly reports of RAM support work as required by the Government.

### Other

As required by the Government, the contractor will utilize personal computers to post to the Revenue Accounting and Management (RAM) financial system various fees received in the USPTO and not associated with the initial receipt and processing of a patent application (e.g., petition fees, extension of time fees, DD fees). Fees are received either by check, charge, or authorization to deduct fees from specified deposit accounts. The contractor will enter the fee code, fee amount, application serial number, and/or other data as required. As appropriate, the contractor will back out previously paid fees and/or will process refunds to applicants or their attorneys. The contractor must ensure that the serial number contained on documents, on checks (if present), and entered into the RAM system are identical. The contractor also must ensure that all fee transaction information is properly annotated on documents by using the endorser and that PALM information is updated as appropriate.

At the end of each workday, the contractor is required to generate a printout of that day's work which will be used to reconcile that day's transactions. After correcting any errors and completing the reconciliation, the contractor will deliver all documents and financial instruments to the designated location(s).

The contractor must process all fees within 24 clock hours (excluding Saturdays, Sundays, and holidays) of their receipt at the USPTO. At the end of a fiscal year, the contractor is required to take whatever steps are necessary to insure all fees are processed prior to year-end closing of the financial records. A quality level of 100% is required for posting of fees to the correct application serial number; other aspects of fee collection shall

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be performed at minimum quality and accuracy levels of 98%. The Government will randomly inspect the contractor's work. The contractor is required to correct any problems or deficiencies within 4 hours of receiving notification that such exist. Work to correct contractor-generated errors will not be charged to the Government. The contractor will provide daily, weekly, and/or monthly reports of RAM support work as required by the Government.

## **C.2.9 FORMALITY REVIEW**

Newly received US patent applications must be reviewed for completeness and compliance with all filing requirements. In addition, bibliographic and other data must be entered into the PALM Pre-exam system.

Following completion of initial processing functions (i.e., application indexing, fee recordation, classification, and scanning), the contractor will complete formality review for each new application. Using electronic IFW images and the information contained therein, the contractor will review each application to determine the presence of all required documents, information, and signatures and will enter the appropriate data into the PALM Pre-exam system. The contractor shall determine the number of claims contained in an application, the appropriate filing fees for that application, and whether the amount previously recorded in RAM for that application is correct. If the RAM amount is incorrect, the contractor will take the appropriate action to rectify the situation (e.g., generate refund, charge additional fees to deposit account, notify applicant of additional fee requirement). For any application determined to be incomplete or a missing part, the contractor shall prepare and mail to the applicant the appropriate correspondence. For each application for which a filing date is granted, the contractor will prepare and mail to the applicant a filing receipt.

When a response to a Pre-Exam notice is received in OIPE, the contractor will take the appropriate action(s) to complete formality review of that application including adjusting RAM entries to insure RAM data is complete and accurate. If the pre-examination requirements specified on the formalities review notice are not met by the due date, the application is terminated or abandoned. The contractor will review applications listed on the potential abandonment report and verify that a proper response was not received. If a proper response was received, the contractor will process the response. If a proper response was not received, the contractor will process the termination or abandonment of the application by producing the notice of termination of proceedings or the notice of abandonment. The contractor will refund filing fees, less the processing fee, for incomplete applications or as specified in PTO procedures or petition decision. The contractor will review the abandonment reports weekly and review and process the requests within 10 work days of receiving the list.

If during the course of performing the formality review the contractor identifies a problem with the indexing and/or scanning of a document, the application should be promptly referred back to the indexing/scanning contractor for correction. Each Missing Part or Incomplete Notice mailed to an applicant must be forwarded within 4 work hours of mailing to the indexing/scanning contractor for inclusion in the IFW application. However, Filing Receipts are not scanned into IFW applications.

For each newly received application, the contractor must complete formality review processing (including generating and mailing appropriate correspondence) no later than 5 days from the time that application is released and considered ready for formality review. If a case must be sent for correction of an error/problem created during an earlier processing step (e.g., fee collection, scanning, classification), the contractor will be allowed 2 additional days to complete formality review after the corrected case becomes available. Processing of all Missing Part and Incomplete responses, requests for filing receipt corrections, or other followon documents must be completed within 5 days of the contractor's receipt of the document in their IFW mailbox. The Government will not be held responsible for delays caused by PALM or IFW problems nor will such

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problems normally be considered an acceptable reason for contractor's failure to meet turnaround time requirements.

The contractor shall provide bib data maintenance and customer service support as required by the Government. The contractor will receive requests to update bibliographic and other information related to a patent application. The contractor shall process all requests directed to them. Certain requests such as change of address and power of attorney will be directed to the contractor if the application is in a pre-examination status (PALM status 19 or less). The contractor will normally receive all requests for early publication, to rescind nonpublication, for corrected filing receipts, and all requests related to provisional applications. Other requests such as petition decisions will be directed based upon the action required by the petition decision. The contractor shall review the request, enter the updated information in PALM PreExam, and produce a corrected or updated filing receipt and/or notice, or select the appropriate denial letter. Such requests may be received with followon responses to notices. The contractor shall process each request within 5 work days of receiving the request. The contractor shall record all requests for corrected filing receipt in the OIPE customer service database.

OIPE customer service representatives will create customer inquiry requests using the OIPE customer service database or other systems to request expedited, special, or corrective processing of patent applications. The contractor shall process the request and update the OIPE customer service database and/or other system(s) within 8 work hours of receiving the request.

The contractor shall perform all work at minimum accuracy and timeliness levels of 99%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within 8 work hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of formality review processing as required by the Government.

#### **C.2.10 OIPE FILE ROOM MAINTENANCE**

Artifact files created in OIPE for many newly received applications and followon papers are stored in OIPE until requested by the Tech Center. The contractor shall maintain all stored artifact files in numeric sequence and shall take other actions as necessary, including shifting files, to insure the file room is maintained in good order. As requested by the Government, the contractor shall conduct an inventory of the file room's contents. The Government will request files by sending an e-mail, providing the contractor with a list of desired files, and/or making requests in person. The contractor shall retrieve requested files and deliver to the appropriate location within 6 work hours of receiving a request

The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within 8 hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of OIPE file room maintenance work as required by the Government.

#### **C.2.11 BIB DATA ENTRY**

Using PCs, the contractor shall key prescribed bibliographic data from electronic or paper copies of application documents received in PCT. The contractor shall perform any required PALM transactions and will ensure the

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appropriate data entry screens are used. The contractor must ensure that the application serial number entered in the PC agrees with the serial number contained on the file jacket, and on each application document. If a PCT Easy disk is contained in an international application, the contractor will transfer data from that disk to the data entry system as appropriate.

All bib data entry for an application must be completed within 2 work days of the contractor's receipt of the application. The contractor shall perform the work at minimum accuracy and timeliness levels of 98%. The Government will randomly inspect the quality and timeliness of contractor's work. The contractor shall correct any problems or deficiencies within 4 hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of bib data capture work as required by the Government.

### **C.2.12 PCT FILE ASSEMBLY**

A minimum of three times daily, the contractor should go to the designated pickup location(s) and retrieve new application papers requiring assembly. After reviewing the application documents to determine the application type, the contractor shall perform the appropriate processing steps as detailed in Attachment 3. In addition, for each National Stage application, the contractor shall order from the International Bureau (IB) priority documents pertinent to that application. Document orders should be submitted a minimum of three times each week.

All files must be assembled within 1 work day of retrieving the application documents. The contractor shall perform the work at minimum quality and timeliness levels of 98%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within 4 hours of receiving notification that such exist.

The contractor will provide daily, weekly, and/or monthly reports of PCT file assembly work as required by the Government.

### **C.2.13 PCT COPY PROVISION**

In support of the Patent Cooperation Treaty Office, the contractor will produce document copies using standard reproduction equipment and/or printers associated with the POWER or IFW systems. The Government will provide space for contractor personnel and reproduction equipment needed to provide document copies; printers will be provided by the Government.

The Government will deliver materials to be copied and a completed copy request form to the PCT copy center or will place them in designated locations for pickup by the contractor. If other than A4 paper is required, the Government will provide the paper. At least once in the morning and once in the afternoon of each work day, the contractor will pick up materials and associated copy request forms, recording the date and time on the log sheet provided at each location. After returning to the copy center, the contractor should immediately update PALM location information for all application files. If PALM is nonoperational, the contractor will notify the Government Representative then proceed to perform the required copying.

The contractor shall disassemble, reproduce, and reassemble all documents submitted for copying. All oversize original documents must be reduced as necessary to insure the image properly fits on A4 paper. Unless otherwise directed by the Government, all reproduced copies should be simplex and should be left unstapled. Copies of application papers should be loosely inserted in the application file; other reproduced copies should

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be associated with the source documents. The contractor shall insure that all reproduced copies are legible and complete, possess images which are distinct and properly centered, and are properly assembled.

The contractor will deliver completed work to the designated location(s); all application files must have their PALM location information updated prior to leaving the copy center. Copying requests retrieved in the morning must be completed and returned to the Government no later than the morning pickup of the following work day; requests retrieved in the afternoon must be completed and returned to the Government no later than the afternoon pickup of the following work day. Special requests for expedited (i.e., 1- or 4-hour turnaround) copying may be submitted only by the Government Representative.

The Government will place a completed printing request in the designated locations for pickup by the contractor. If other than A4 paper is required, the Government will provide the paper. At least once in the morning and once in the afternoon of each work day, the contractor will retrieve print request forms. As required, the contractor will print from POWER and/or IFW requested copies of application documents; use of a printer to generate copies requires keying of application numbers to activate the printer and generate the needed copies. The contractor will check each copy for quality and completeness and will verify the documents are part of the correct application. As appropriate, copies will be forwarded for file assembly or mailing

For tracking purposes, all copying requests must be date/time stamped upon arrival at the copy center. After completing the work, the contractor should again date/time stamp the request and associate it with the completed work.

At least once in the morning and once in the afternoon of each workday, the contractor will retrieve from the PCT Copy Center and/or from the printer area multiple copies of applications, forms packages, and other materials. After returning to the designated work location, the contractor will quality check and sort all copies and assemble complete sets of applications and forms for Home, Search, Record, and other required copies. The contractor will stamp application copies, insert them into application file jackets as appropriate, perform the appropriate PALM transactions, and mail selected search copies to designated Art Units. Assembled materials will be delivered to designated location(s). Copy assembly must be completed within 1 work day of pickup.

The contractor shall meet all turnaround times and shall perform copying and copy assembly work at minimum quality and accuracy levels of 98%. The Government will randomly inspect the quality and timeliness of the contractor's work. The contractor shall correct any problems or deficiencies within 8 hours of receiving notification that such exist. Copying work which must be redone will be at no charge to the Government. The contractor will provide daily, weekly, and/or monthly reports of PCT copying and/or copy assembly work as required by the Government.

## **C.2.14 PCT MAILING**

The PCT Operations office generates forms, letters, and other materials which must be mailed to applicants and international organizations. At least once in the morning and once in the afternoon of each workday, the contractor shall retrieve mailing work from designated locations throughout PCT Operations. For any given file, all processing must be completed and the associated envelopes ready for pickup by the PTO mail center within 1 work day from file pickup. The date applied by the contractor to any form and/or letter prepared for mailing must be the same as the metered date which will be applied to the envelope in the PTO mail center. The contractor will identify the materials to be mailed and will determine the appropriate processing required in accordance with the specifications contained in Attachment 4. The contractor must insure that all materials

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inserted into window envelopes for mailing have their address readily visible and the envelopes are securely sealed.

The contractor shall meet all turnaround times and shall perform mailing work at minimum quality and timeliness levels of 99%. The Government will randomly inspect the quality and timeliness of contractor's work. The contractor shall correct any problems or deficiencies within 4 hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of PCT mailing work as required by the Government.

## **C2.15 PCT FILE ROOM MAINTENANCE**

The PCT file room contains national and international patent applications (Search copy-pink, Home copy-buff, and Official copy-blue folders) and related files and currently is located in PTO's warehouse space in Newton, Virginia. The contractor shall staff the file room for a minimum of 8 hours per day. Occasional Saturday work may be required as requested by the COTR. All contractor personnel working in the PCT file room must sign in and out on the Government-provided log sheets. All application files coming into or going out of the file room must have their PALM location information promptly updated. If PALM is nonoperational, incoming files should not be refiled until the PALM information can be updated; a sheet should be attached to each outgoing file indicating that PALM was down and the file was not charged to the requester.

Requests for files will be given to the contractor via e-mail or fax machine. The contractor will promptly process any request for five or fewer files which is received by 8:30 a.m. and will deliver those files on the same day's morning run; requests for five or fewer files which are received by 12:30 a.m. will be delivered on the same day's afternoon run. Files requested by PCT personnel will be delivered to the designated locations in PCT. Files requested by individuals in other locations will be delivered to the requested location; i.e., either the PCT Customer Service area for pickup or placed for delivery by the errand runners. If a file cannot be located in the file room, the contractor will notify the requester by e-mail.

Files returned to the file room should be refiled in the appropriate location within 4 hours of their return to the file room. Within 4 hours of their receipt, documents to be associated with files will be matched with the appropriate file(s) and refiled or placed for the next special mailroom pickup.

The contractor will insure that all application files are accurately filed and will perform housekeeping functions as necessary to insure an orderly file room in which all of the shelving and work space are efficiently utilized to their maximum. Shifting of files will be done promptly when needed. Specific instructions and a desired completion time will be provided to the contractor at the start of each project. As requested by the Government, the contractor will conduct a full inventory of the PCT file room and/or work spaces by entering the information for each application file into the PALM system.

### **Electronic Article 20 papers**

Using a copy of the Communication on Request (COR) order, the COR disk, and Government-provided printers, the contractor shall print all of the required documents and match them with the appropriate national stage application file. The contractor shall complete printing and matching of these documents within 2 calendar days of receiving the US application or the COR disk, whichever is sooner, for which matching is required.

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The contractor shall meet all turnaround times and shall perform PCT file room maintenance at 100% quality and accuracy levels. The Government will randomly inspect the quality and timeliness of contractor's work. The contractor shall correct any problems or deficiencies within 8 hours of receiving notification that such exist. The contractor will provide daily, weekly, and/or monthly reports of PCT file room maintenance work as required by the Government.

#### **C.2.16 WALKUP COPIER SUPPORT**

A PTO-wide copy center will be established in one of the USPTO buildings at the Alexandria campus. In addition, a convenience copy center is available for Government use in the Concourse level of each of the Jefferson, Remsen, Knox, and Randolph buildings at the Alexandria campus. The contractor shall staff the USPTO-wide copy center and, using Government-provided equipment and supplies, shall perform requested copying, insuring all copies are reproduced and assembled in accordance with instructions and at acceptable quality levels. In addition, the copy center staff shall monitor the equipment and facilities in the four convenience copy centers and shall respond to requests for assistance from users of the walkup copiers in each convenience copy center. At a minimum, the contractor shall check the copiers in each convenience copy center at least once each morning and once each afternoon and will perform routine maintenance (e.g., replacing toner) on the copiers or make the appropriate service request as needed. Copy center hours are 7:30 a.m. to 5:00 p.m.

#### **C.2.17 FILE INFORMATION UNIT SUPPORT**

As required by the Government, the contractor will provide staff to the File Information Unit on a continuing basis to perform support functions such as opening and sorting mail, researching file locations, ordering files, updating PALM information, maintaining the file storage area, writing to CD information from electronic application files, preparing files for return to other locations in the USPTO, and providing files to customers at the walkup window.

#### **C2.18 COURIER SUPPORT**

To support file retrieval and delivery and movement of other documents and fees, the contractor must provide courier service between the warehouse file areas in Springfield and the USPTO buildings in Crystal City and Alexandria. Initially, "residual" applications needed for conversion will result in heavy loads to be moved between the warehouse and Carlyle/Crystal City; this movement of high-volume, heavy loads is expected to last approximately 6 months. Other materials to be moved among the various locations are not expected to require heavy lifting. Pickups and deliveries must occur at each location a minimum of once each morning and once each afternoon. Other pickups/deliveries must occur as needed to meet the requirements of this statement of work. Additional times and/or USPTO locations may be requested by the COTR.

#### **C2.19 TRADEMARK SUPPORT**

Law Office and ITU Support

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Trademark Operations (TMO) will be located in the Madison Building at USPTO's Carlyle campus. The contractor shall provide clerical and receptionist support for TM's Law Offices (currently numbering 12) and the Intent-to-Use Unit (ITU). These organizations will be located in the Madison building as follows:

- Law Offices - 5th and 6th floor
- ITU - 4th floor.

The contractor shall provide the required support to each organization from 8:30 a.m. - 5:00 p.m. each workday. As needed, the contractor shall perform the following tasks.

- Answer telephones.
- Sort incoming mail and distribute it to TMO employee and general office mailboxes. All mail must be distributed within 2 hours of its receipt.
- Sort and distribute to TMO examining attorney mailboxes all "LIE-completed" documents (1-page sheets representing application files). TMO estimates an average of 200 sheets per day per Law Office will need to be distributed. Throughout the day, LIEs will place completed documents in a designated pickup location. The contractor shall check the pickup location a minimum of once each morning and once each afternoon and shall retrieve all documents requiring distribution; no documents should remain in the pickup location longer than 4 hours. The contractor is required to complete document distribution within 1 workday of retrieving the document from the pickup location.
- Perform ad hoc inter-office delivery and pickup (only at the Carlyle campus) of documents and files. TMO estimates this task will be required an average of five times per month for all of the offices supported. Requests will be made by TMO employees via e-mail or in person. The contractor shall complete pickups/deliveries within 2 work hours of receiving the request.
- Maintain the schedule for use of the conference room and team rooms for each floor.
- Fax information to applicants as requested by TMO employees. TMO estimates this task will be required an average of five times per month for all of the offices supported. Requests will be made by TMO employees via e-mail or in person. The contractor shall insure materials are faxed within 2 work hours of receiving the request.
- Search for lost files in law office common areas or in examining attorney offices, contact applicants by telephone to request faxed copies of missing documents in files to be reconstructed, or, using their desktop printer, print paper copies of the file from TICSRS for SLIEs, Managing Attorneys, or Management Senior Attorneys. After obtaining needed copies, the contractor shall deliver them to the designated Government personnel for further processing. TMO estimates these tasks collectively to be required an average of 10 times a month for each office supported. Requests will be made by TMO employees.

#### Central Docket Support

TM's Central Docket area (which will be located on the 4th floor of the Madison Building) will house approximately 500,000 files currently in some stage of examination. The contractor shall staff the Central Docket area and shall provide the following support.

- File Movement: The Trademark Office is moving towards completely electronic examination. With the exception of files in the photocomposition phase and registered files, minimal file movement within TMO is planned once the file is located in the Central Docket area.

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The contractor shall retrieve files in response to e-mail requests made by TMO employees or by public users utilizing computer equipment in TM's public access area on the 4th floor. The contractor shall respond to each request from a TMO employee within 30 minutes of receiving the request and to a public user within 2 hours of receiving the request for files already located in the Central Docket. If a file cannot be located, the contractor shall notify the designated Government representative. Files requested by the public through the Technical Assistance Center will be delivered to the Central Docket by warehouse personnel. The contractor shall ensure each file is correctly charged out in the TRAM system before releasing it to the requester. The contractor shall check file return drop locations a minimum of once each morning and once each afternoon and shall retrieve all files present in those locations. The contractor shall charge each returned file back into the Office and shall reshelve each file in correct serial number order within 4 work hours of retrieving the file.

Using weekly or monthly lists provided by the Government, the contractor shall locate and remove from the Central Docket area registered, abandoned, cancelled, and/or expired files; shall perform the appropriate TRAM transactions; and shall box the files for shipment to the warehouse. The contractor shall complete retrieval and boxing of all applications shown on a list no later than 1 week following receipt of the list.

Approximately twice each day, new application files are received from the mailroom, registered files are received from the warehouse, files in the Official Gazette (OG) process are received from the proofing contractor, and other files are received from the public or internal users. The contractor shall receipt in each file within 2 work hours of receiving it and shall correctly (i.e., according to OG issue date and one of five OG categories) file each file within 2 workdays of its receipt.

At various times each week, the Government will provide the contractor will lists of files to be retrieved. No later than 1 work day following receipt of a list, the contractor shall retrieve the listed files and shall place them on carts for subsequent pickup by proofreading personnel.

- Matching Papers. Approximately twice each day, papers are delivered to the Central Docket area. Within 5 work days of receiving the papers, the contractor perform any necessary TRAM transactions, shall punch two holes in each paper, and shall insert each paper into the appropriate file wrapper.
- Inventory. The contractor shall conduct a complete file inventory each year when prompted by the TM office and scheduled with the contractor. To conduct the inventory, the contractor shall use TRAM readers to scan each file housed on the shelves in order to update its physical location shown in TRAM.
- Mailing Documents. A minimum of twice each day (once in the morning and once in the afternoon), the contractor shall check the system print queues (which clearly represent documents to be mailed or documents to be inserted in file wrappers) to identify documents requiring printing. Using Government-provided printers in the Central Docket area, the contractor shall print each document (typically 1-2 pages each) in the queues and shall quality check the printed material for completeness and image quality. The contractor shall punch two holes only in each printed document to be inserted in a file wrapper. The contractor shall fold and insert each document to be mailed into a window envelope, insuring the name and address are clearly visible, shall securely seal each envelope, and shall place the sealed envelopes into mail bins for pickup by the mail center.
- Photocomposition Support: The following activities are being streamlined to minimize reshelving and file movement. However, until those processes are changed, the contractor shall perform the following tasks.

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At various times each week, files awaiting publication or registration in the OG are delivered by the proofing contractor; these files are stored in the Central Docket area separately from other "general" files housed there. The contractor shall receipt in each file within 2 work hours of receiving it and shall correctly (i.e., according to OG issue date and one of five OG categories) file each file within 3 work days of its receipt. Additional files delivered from the Photocomposition Coordinators shall be receipted in and interfiled as required.

Each week, the Government will provide the contractor with lists of files withdrawn from publication (several hundred a week), registered (1,000/week), or otherwise processed. Using these lists, the contractor shall pull the files and shall either interfile them into the existing general files or shall label each file as registered and place it in a box for pickup by the warehouse contractor.

At the beginning of each week, the contractor shall print a TMO-generated list and, using that list, shall inventory files shelved by issue date and OG category and shall remove from the shelves any file not on the list. Removed files shall be refiled in the general Central Docket area or delivered to specific TMO offices (typically the Commissioner's Office, Central Docket, or the Petition's Office) for action. The contractor shall complete this process no later than the end of the work week in which the list was printed.

Each week, the contractor shall receive approximately 2,500 - 3,000 registration documents requiring binding and associated mailing labels. The contractor shall place each document in a folded certificate and place the 3-page document in a machine that glues the inset document into the certificate. The contractor shall quality check each bound registration document and shall insert each certificate into a mailing envelope to which the appropriate mailing label has been affixed. The contractor shall securely seal each envelope and shall place the sealed envelopes into bins for mail center pickup. The contractor shall insure that all documents are bound and the labeled envelopes are ready for pickup within 3 workdays of receiving the materials.

As directed by the Government, the contractor shall create approximately 25 duplicate registration certificates each month. To create a duplicate registration certificate, the contractor shall follow the instructions found in the P&I manual.

Each week the printer will deliver to the contractor two groups of computer-generated issue notices. The contractor shall hold these notices until issue day (Tuesday). On Wednesday of each week, the contractor shall compare each notice to a Government-provided list of withdrawn issues and shall remove any notices which cannot be mailed because the application was withdrawn from issue. No later than close of business Wednesday, the contractor shall deliver the remaining notices to the mail center for processing and mailing.

Reporting. The contractor shall provide weekly reports via email to the COTR/Task Manager on volumes processed in each of the areas above. Required report formats will be coordinated with the Task Manager.

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## **SECTION D -- PACKAGING AND MARKING**

### **D.1 MARKING REQUIREMENTS**

The Contractor shall mark and/or label all shipping containers holding original application files and all products/deliverables being returned or delivered to the USPTO and its customers. The shipping containers shall be plainly and substantially marked to show the contract number, a brief description of the contents, Contractor's name, and the name of the Contracting Officer's Technical Representative (COTR).

### **D.2 PACKAGING AND PACKING REQUIREMENTS**

The Contractor shall package all products delivered under this contract to ensure safe delivery at their destination(s) in accordance with normal commercial practice for domestic shipment.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

| Clause    | Title                               | Date        |
|-----------|-------------------------------------|-------------|
| 52.246-04 | Inspection Of Services- Fixed Price | August 1996 |

### E.2 INSPECTION AND QUALITY ASSURANCE REQUIREMENTS

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the contractor or a subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, at no additional charge to the Government nor increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed. If the contractor fails to reperform or correct deficient work after receiving notification that such condition exists or fails to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the contractor any cost incurred by the

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Government that is directly related to the performance of such service or (2) terminate the contract for default.

#### GOVERNMENT INSPECTION

- (a) On an ongoing basis, Government personnel will conduct inspections of the contractor's work, primarily utilizing random sampling.
- (b) Unacceptable work will be corrected by the contractor in accordance with Section C.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

| Clause    | Title                    | Date        |
|-----------|--------------------------|-------------|
| 52.242-15 | Stop-Work Order          | August 1989 |
| 52.242-17 | Government Delay Of Work | April 1984  |

### F.2 GOVERNMENT HOLIDAYS

The following legal holidays are observed by the USPTO. Holidays falling on Saturdays are observed on the Friday preceding the holiday while those holidays falling on Sundays are observed on the Monday following the holiday.

|                               |   |
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| New Year's Day                | January 1   |
| Martin Luther King's Birthday | Third Monday in January   |
| President's Day               | Third Monday in February  |
| Memorial Day                  | Last Monday in May  |
| Independence Day              | July 4  |
| Labor Day                     | First Monday in September   |
| Columbus Day                  | Second Monday in October  |
| Veterans Day                  | November 11   |
| Thanksgiving Day              | Fourth Thursday in November   |
| Christmas Day                 | December 25   |
| Inauguration Day              | January 20 every fourth year<br>(next one will be January 20, 2005) |

The contractor shall establish duty hours for contractor employees that will ensure that all services specified in the contract are provided Monday through Friday, except on the Federal holidays listed above, on any day the office is officially closed, or when the Office grants administrative leave or an early dismissal to its employees. For periods during which the office is closed, the Government will accept invoicing only for hours actually worked by contractor employees and approved in advance by the COTR. However, in the event of the Office granting early dismissal to its employees, the contractor shall be required to maintain staff at the Customer Service Window. The duty hours of the Customer Service Window are from 8:30 to midnight daily, Monday through Friday, unless otherwise directed.

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The contractor shall comply with the following relative to scheduling work and accessing PTO buildings.

- Listed Government holidays: Regular work not scheduled; overtime work performed only if approved in advance by COTR.
- Early dismissal of PTO employees due to poor weather conditions: Contractor may dismiss employees or may request permission from the COTR for some or all contract employees to continue working.
- Early dismissal of PTO employees and/or buildings closed due to emergency: Contractor may not continue to work and must dismiss contract employees until building(s) reopen. (If some PTO buildings remain open, the contractor may, after notifying COTR, temporarily reassign affected contract employees to another [open] building and continue working.)
- Any day (other than those listed above) designated as a holiday by Federal Statute, Executive Order, or Presidential Proclamation: Regular work not scheduled; overtime work performed only if approved in advance by COTR.

### F.3 PERIOD OF PERFORMANCE

Base Period: January 1, 2005 – December 31, 2006  
Option Period 1: January 1, 2006 - December 31, 2007  
Option Period 2: January 1, 2007 - December 31, 2008  
Option Period 3: January 1, 2008 - December 31, 2009  
Option Period 4: January 1, 2009 - December 31, 2010

Award Term Option: The Contractor shall have the opportunity to earn the addition of up three (3), 1-year award term option periods for achieving specific contract incentives in accordance with paragraph H.15.

### F.4 PLACE OF PERFORMANCE

All contract performance shall be accomplished at the USPTO buildings in Alexandria and Crystal City, in the Springfield warehouse, or in other USPTO facilities, which may be established.

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## F.5 REPORTS

(a) Delivery of reports, unless otherwise specified, shall be made to the following:

(Name and Address to be provided at a later date)

(b) Unless otherwise specified, all documents/reports prepared and submitted by the contractor to the Government under this contract shall include the following information on the first page of each document report:

- Contractor name,
- Contract number,
- Title of report,
- Date of report, and
- Time period covered.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT ADMINISTRATION DATA

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government point of contact during the performance of the contract.

#### A. Contracting Officer's Technical Representative (COTR)

(1) The COTR will be designated on authority of the CO to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspection necessary in connection with the contract concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of the Government drawings, designs, and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and CO of any deficiencies observed; and to coordinate Government-Furnished Property availability and provide for site entry of Contractor personnel, if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR.

(2) **(TO BE DETERMINED)** is hereby designated as the COTR. The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the CO in writing.

NAME: TO BE DETERMINED  
ADDRESS: U.S. Patent and Trademark Office  
Arlington, VA 22202  
EMAIL: @uspto.gov

(3) The responsibilities and limitations of the COTR are as follows:

(a) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the scope of work, contract price, or other mutually agreed upon terms or provisions of the contract. Any Contractor request for changes shall be referred to the Contracting Officer (CO) directly or through the COTR. No such changes shall be made without the expressed prior authorization of the CO. The COTR may designate assistant COTR(s) to act for him/her by naming such an assistant in writing and transmitting a copy of such designation through the CO to the Contractor.

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## B. Contracting Officer (CO)

All contract administration will be effected by the CO. Communications pertaining to contract administration matters will be addressed to the CO. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the CO authorizing such changes.

### G.2 CONTRACT ADMINISTRATION OFFICE

This contract will be administered by:

NAME: Office of Procurement  
ADDRESS: U.S. Patent and Trademark Office  
Office of Procurement  
2011 Crystal Drive  
Crystal Park One - Suite 810  
Arlington, VA 22202  
PHONE: (703) 305-8014

Written communications to the CO shall make reference to the contract number and shall be mailed to the above address.

### G.3 CONTRACTING OFFICER'S AUTHORITY

The CO is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority shall remain solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

### G.4 SEGREGATION OF COSTS BY TASK ORDER

As referenced in Section G, clause entitled, "SUBMISSION OF INVOICES," all costs shall be accumulated and invoice by individual task order for billing purposes.

### G.5 SUBMISSION OF INVOICES

The Contractor shall submit proper invoices on a monthly basis for payment one (1) original and two (2) copies of each invoice shall be submitted for each delivery order. All invoices shall be submitted to the following address:

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Courier or Hand Delivery  
U.S. Patent and Trademark Office  
Office of Finance  
2011 Crystal Drive - Suite 802B  
Arlington, VA 22202

U.S. Mail Delivery  
U.S. Patent and Trademark Office  
Office of Finance  
2011 Crystal Drive, Box 17  
Washington, DC 20231

To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

- (1) Name of the Contractor, invoice number and invoice data;
- (2) Contract number and task order number (one per invoice);
- (3) Description, price, and quantity of services actually delivered or rendered;
- (4) Payment terms;
- (5) Name and signature of certifying official, title, phone number, and complete mailing address of responsible office to whom payment is to be sent;
- (6) Period of performance covered by the invoice;
- (7) Other substantiating documentation or information as required by the contract; and
- (8) The following statement on the original of each invoice:

COTR'S CERTIFICATION:

I certify to the best of my knowledge and belief that the services/products shown on the invoice have been performed and are accepted.

\_\_\_\_\_  
COTR Signature

\_\_\_\_\_  
Date

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility

### H.2 CAR 1352.239-73 - SECURITY REQUIREMENTS FOR IT RESOURCES

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

(1) The DOC IT Security Program Policy and Minimum Implementation Standards

(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);

(2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and

(3) The Computer Security Act of 1987 (P.L. 100-235)

(<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information

"... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

(1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4

(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).

(2) The DOC Security Manual, Chapter 18 (<http://www.osec.doc.gov/osy/>).

(3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor's systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

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(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No.107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and DOC policies and procedures that include, but are not limited to:

(a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (<http://csrc.nist.gov/secplcy/a130app3.txt>);

(b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ; and

(c) DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>). .

(d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO IT Security Program Policy. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

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### H.3 CAR 1352.239-74 - SECURITY PROCESSING REQUIREMENTS

#### CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION TECHNOLOGY SYSTEMS (DEVIATION)

(a) Contractor personnel requiring any access to systems operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from the USPTO Office of Security. At the option of the USPTO, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting Officer.

(b) Within 5 days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with USPTO Training Policy. The COTR will inform the Contractor of any other available DOC training resources.

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(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures (See Attachment 6).

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer systems operated on behalf of USPTO, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office).

#### H.4 CONTRACT TYPE

This is a Fixed-Price, Requirements type contract.

#### H.5 DELIVERY ORDER PROCEDURES

All work shall be initiated only by issuance of a delivery order fully executed by the CO. The Government is only liable for the terms and conditions of this contract to the extent that a fully executed delivery order has been issued and covers the required work. Charges for any work not authorized will be disallowed. The contractor shall review this information, notify the USPTO of any difficulty in performing the work as planned, and then agree upon the requirements and/or objectives to be achieved.

The Contractor shall acknowledge receipt of each delivery order by returning to the CO and COTR a signed copy of the delivery order within two (2) work days after receipt. The Contractor shall begin work on the delivery order in accordance with the effective date indicated on the delivery order.

The Contractor shall notify the CO of any instructions or guidance the Contractor considers to be a change to the delivery order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, delivery orders may be formally modified in writing by the CO to reflect changes to tasking.

Delivery orders may be placed during the period of performance of the contract. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance shall continue to be charged at the last effective rates.

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## H.6 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

Further, each individual employed by the Contractor shall be required to sign a Statement of Confidentiality provided in Section J as Attachment 6. Each employee's signed statement shall be forwarded to the Contracting Officer's Technical Representative (COTR) for retention.

## H.7 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source. The Contractor agrees to advise the CO, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

## H.8 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below:

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.

c. The Contractor, in addition to the above insurance coverage, shall carry Property Damage insurance, which will fully replace all Government property damaged, lost, stolen, destroyed, by the Contractor during the

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performance of the contract, or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the Contracting Officer.

## H.9 KEY PERSONNEL

A. The Contractor shall assign to this contract the following key personnel:

- Project Manager
- Operations Manager

B. During the first 180 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the CO within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 180-day period, the Contractor shall submit the information required by paragraph (c) to the CO at least fifteen (15) days prior to making any permanent substitutions.

C. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

## H.10 NO WAIVER OF DELIVERY SCHEDULE

- (a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule of a waiver of USPTO right to terminate for default: (i) Delay by the USPTO in terminating for default; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of samples submitted either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.
- (b) Any assistance rendered to the contractor on this contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

## H.11 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract the Contractor shall immediately notify the CO and the COTR, via telephone, e-mail, fax, or in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

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## H.12 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

## H.13 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government may extend the term of this contract by unilateral modification to the contract on or before the last day of the applicable period of performance.

If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years from the effective date of this contract.

Exercise of this option shall be in accordance with Section F clause entitled, "PERIOD OF PERFORMANCE."

## H.14 ORGANIZATIONAL CONFLICT OF INTEREST

A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the CO. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

C. Remedies. The CO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

D. The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

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## H.15 PERFORMANCE MEASUREMENTS

- (a) In an effort to establish a long-term business relationship based on sustained superior performance, this contract provides the contractor the opportunity to earn the addition of up to three (3) more (un-priced) option years of contract performance (beyond the base period and regular option periods) in the form of Award Term Options.
- (b) Following the base period (and assuming the period of performance has been extended through the exercise of regular options), up to three (3) award term options may be earned by increasing the quality level of contract deliverables.

In order to be eligible for Award Term Options, the Contractor shall sustain a superior performance standard level for each Contract Line Item Number (CLIN) each month that must, at a minimum, reach the acceptable quality and timeliness standards required for each CLIN as established in Section C of the solicitation. Any individual month that fails to sustain these superior performance standard levels will be grounds for denial of an Award Term Option. Additionally, the Contractor shall meet subjective criteria such as the Contractor's performance on discretionary classifications, the performance on security review, responsiveness, and the relationship with the USPTO.

- (c) The USPTO will designate a Term Determining Official (TDO). THE TDO will be responsible for the overall award term evaluation. The TDO will unilaterally decide whether or not the contractor has earned the addition of the award term option based on the recommendation from the Performance Evaluation Board. If the TDO authorizes the addition of an award term, the Contractor shall, within ninety (90) days, submit a priced proposal for the subject award term option year. Following price negotiations, a supplemental agreement will be issued to revise Section B of the contract to include the new award term option year prices. A successful award term evaluation shall not entitle the Contractor to the award term option. The award term option will be exercised (unilaterally) by the Contracting Officer after evaluation in accordance with FAR 17.2, and only if the quality levels have been maintained by the contractor from the time of the TDO decision.

The following table is provided as an example.

|             |              | Regular Options |              |              | Award | Term | Options |
|-------------|--------------|-----------------|--------------|--------------|-------|------|---------|
| Year 1      | Year 2       | Year 3          | Year 4       | Year 5       | 6     | 7    | 8       |
| Base Period | Option Yr. 1 | Option Yr. 2    | Option Yr. 3 | Option Yr. 4 |       |      |         |
|             |              |                 |              |              |       |      |         |
|             | RO           | RO              | RO           | RO           | AT    | AT   | AT      |
|             |              | <i>AT</i>       | <i>AT</i>    | <i>AT</i>    |       |      |         |

### Table Key

RO - Regular Option (FAR 17.2)

AT - AT Option Exercise (AT Decision + FAR 17.2)

*AT* - AT Option Evaluation Point

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## H.16 TRANSITION FROM INCUMBENT CONTRACTOR

After the new Contractor's transition plan has been successfully implemented, the Contractor shall assume full production responsibility.

## H.17 SECRECY AND USAGE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following at or affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

## H.18 PROHIBITION AGAINST PRIVATE SECTOR BOUNTY SEARCHES

The contractor agrees, in the performance of this contract, not to pursue bounties offered by private sector sources for identifying prior art. The contractor further agrees not to allow its employees to pursue bounties offered by private sector sources for identifying prior art and to take such reasonable measures as are necessary to restrict participation in the pursuit of bounties. Consequently, acceptance of payments from outside sources by the contractor or its employees performing services under this contract for prior art search activities may subject the contractor to termination of the contract. The contractor agrees to insert the substance of this clause in any employment agreement issued in the performance of this contract.

The contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the contractor determines or has reason to suspect a breach of this requirement.

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

| Clause    | Title  | Date           |
|-----------|--|----------------|
| 52.202-01 | Definitions  | December 2001  |
| 52.203-03 | Gratuities   | April 1984     |
| 52.203-05 | Covenant Against Contingent Fees   | April 1984     |
| 52.203-06 | Restrictions On Subcontractor Sales To The Government  | July 1995      |
| 52.203-07 | Anti-Kickback Procedures   | July 1995      |
| 52.203-08 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity   | January 1997   |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity   | January 1997   |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions   | June 2003      |
| 52.204-04 | Printed or Copied Double-Sided on Recycled Paper.  | August 2000    |
| 52.204-07 | Central Contractor Registration  | October 2003   |
| 52.209-06 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | July 1995      |
| 52.215-08 | Order of Precedence--Uniform Contract Format   | October 1997   |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data--Modifications  | October 1997   |
| 52.215-13 | Subcontractor Cost or Pricing Data--Modifications  | October 1997   |
| 52.215-14 | Integrity of Unit Prices   | October 1997   |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications                      | October 1997   |
| 52.219-06 | Notice Of Total Small Business Set-Aside   | June 2003      |
| 52.222-04 | Contract Work Hours and Safety Standards Act Overtime Compensation   | September 2000 |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation   | February 1999  |
| 52.222-26 | Equal Opportunity  | April 2002     |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans                | December 2001  |
| 52.222-36 | Affirmative Action For Workers with Disabilities   | June 1998      |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans                | December 2001  |
| 52.222-41 | Service Contract Act Of 1965, As Amended   | May 1989       |
| 52.222-43 | Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts)                  | May 1989       |
| 52.223-06 | Drug Free Workplace  | May 2001       |
| 52.223-14 | Toxic Chemical Release Reporting   | August 2003    |
| 52.225-05 | Trade Agreements   | January 2004   |
| 52.225-13 | Restrictions on Certain Foreign Purchases  | December 2003  |

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| 52.227-01 | Authorization and Consent  | July 1995     |
| 52.227-14 | Rights in Data--General  | June 1987     |
| 52.228-05 | Insurance - Work On A Government Installation                        | January 1997  |
| 52.229-03 | Federal, State And Local Taxes                                       | April 2003    |
| 52.232-01 | Payments   | April 1984    |
| 52.232-08 | Discounts For Prompt Payment   | February 2002 |
| 52.232-17 | Interest   | June 1996     |
| 52.232-23 | Assignment Of Claims   | January 1986  |
| 52.232-25 | Prompt Payment   | October 2003  |
| 52.232-33 | Payment by Electronic Funds Transfer-Central Contractor Registration | October 2003  |
| 52.233-01 | Disputes   | July 2002     |
| 52.233-03 | Protest After Award  | August 1996   |
| 52.237-01 | Site Visit   | April 1984    |
| 52.237-02 | Protection of Government Buildings, Equipment, and Vegetation        | April 1984    |
| 52.237-03 | Continuity of Services   | January 1991  |
| 52.242-13 | Bankruptcy   | July 1995     |
| 52.242-15 | Stop-Work Order  | August 1989   |
| 52.243-01 | Changes--Fixed Price   | August 1987   |
| 52.244-02 | Subcontracts   | August 1998   |
| 52.245-02 | Government Property (Fixed Price Contracts)                          | May 2004      |
| 52.248-01 | Value Engineering  | February 2000 |
| 52.249-02 | Termination for Convenience of the Government (Fixed-Price)          | May 2004      |
| 52.249-08 | Default (Fixed-Price Supply and Service)                             | April 1984    |
| 52.253-01 | Computer Generated Forms   | January 1991  |

## I.2 52.216-18 ORDERING

OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **January 1, 2005** through December 31, 2005.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## I.3 52.216-19 ORDER LIMITATIONS

OCTOBER 1995

### Delivery Order Limitations

The Contractor shall honor any order in accordance with this contract. If the Contractor is unable to meet the requirements of an order, the Contractor must return the delivery order to ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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#### I.4 52.216-21 REQUIREMENTS

OCTOBER 1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after contract end date.

#### I.5 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

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I.6 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES

APRIL 1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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## **SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **J.1 ATTACHMENT LISTING**

1. OIPE PROCESSING CONTROL SHEET
2. DISCLOSURE DOCUMENTS
3. PCT FILE ASSEMBLY
4. PCT MAILING
5. GOVERNMENT/CONTRACTOR PROVIDED EQUIPMENT/SUPPLIES LIST
6. STATEMENT OF CONTRACT EMPLOYEE RELATIVE TO NON-DISCLOSURE OF PATENT INFORMATION FORM
7. DEFINITIONS
8. RAM MANUAL, TM MANUALS, AND FORMALITIES REVIEW DOCUMENTS are available at the USPTO website: <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>.  
RAM MANUAL does not include Sections 12 and 13. These sections are no longer part of the manual.
9. MANUAL OF PATENT EXAMINING PROCEDURE (MPEP) is available at:  
<http://www.uspto.gov/web/offices/pac/mpep/mpep.htm>
10. PAST PERFORMANCE QUESTIONNAIRE

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## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APRIL 1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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K.2    52.203-11    CERTIFICATION AND DISCLOSURE REGARDING    APRIL 1991  
PAYMENT TO INFLUENCE CERTAIN FEDERAL  
TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3    52.204-03    TAXPAYER IDENTIFICATION    OCTOBER 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other

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returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

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(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.4 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DECEMBER 2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is 30 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

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(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APRIL 1984

The offeror represents that (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUGUST 2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

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(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: **[Check each block that is applicable.]**

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

| Clause          | Title  | Date          |
|-----------------|--|---------------|
| 52.204-06       | Data Universal Numbering System (DUNS) Number                              | October 2003  |
| 52.215-01 Alt 1 | Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I | October 1997  |
| 52.222-24       | Preaward On-Site Equal Opportunity Compliance Review                       | February 1999 |
| 52.232-38       | Submission of Electronic Funds Transfer Information with Offer             | May 1999      |
| 52.237-01       | Site Visit   | April 1984    |

### L.2 52.216-01 TYPE OF CONTRACT APRIL 1984

The Government contemplates award of a Fixed-Price, Requirements type contract resulting from this solicitation.

### L.3 52.233-02 SERVICE OF PROTEST AUGUST 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. DEPT. OF COMMERCE, USPTO  
OFFICE OF PROCUREMENT  
P.O. BOX 1450  
ATTN: Ms. Dora Sanders  
Alexandria, VA 22313-1450

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### L.4 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY FEBRUARY 1998

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## REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

## L.5 ACQUISITION SCHEDULE

Provided below are anticipated milestones for this project:

| <u>Activity</u>   | <u>Planned Completion Date</u> |
|-------------------|--------------------------------|
| Release Final RFP | 09/03/04                       |
| Proposals Due     | 10/15/04                       |
| Award Contract    | 12/03/04                       |

The above schedule represents estimated dates provided to assist the Offerors in pricing their proposal. The USPTO is not obligated to award the contract on the estimated date.

## L.6 AGENCY-LEVEL PROTEST PROCEDURES

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accountability Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

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## II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

## III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Ms. Jo-Anne Barnard  
Chief Financial Officer and Chief Administrative Officer  
U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
(FAX # 703-305-0995)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel  
U.S. Patent & Trademark Office  
Box OGC  
Washington, D.C. 20231  
(FAX Number 703-305-5907)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accountability Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation, which are apparent prior to bid opening or time set for receipt of proposals, shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

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2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

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When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

(i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

#### IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

(1) terminate the contract, (2) re-compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

#### L.7 AWARD WITHOUT DISCUSSIONS

The USPTO intends to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best proposal. The USPTO reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Should the Contracting Officer determine it necessary to conduct discussions, such discussions will be conducted as described in the Patent and Trademark Office Acquisition Guideline (PTAG), as opposed to the procedures outlined in FAR 15.306(d).

#### L.8 EVALUATION OF PROPOSALS

The USPTO will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of the RFP.

#### L.9 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

#### L.10 INQUIRIES

Inquiries, requests for clarification, and all correspondence concerning this solicitation document shall be submitted via e-mail only to the following address: [PTOSS@uspto.gov](mailto:PTOSS@uspto.gov). No information concerning this solicitation or requests for clarification will be provided in response to telephone calls from Offerors. The Government will provide written responses to Offerors' questions about the Government's requirement if they are received by **Monday, September 20, 2004**. The Government will distribute these responses on the USPTO website at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>, however, those responses will not change the terms and conditions of the solicitation unless the Government changes them with an Amendment to the Request For Proposal (RFP).

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#### **L.11 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS**

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L.12 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K).

All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

#### **L.12 NAICS CODE AND SMALL BUSINESS SIZE STANDARD**

The North American Industry Classification System (NAICS) code for this acquisition is 561210 with a Small Business Size Standard of \$30M. The small business standard is no more than 500 employees. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

#### **L.13 NEWS RELEASES**

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

#### **L.14 NO ALTERNATE PROPOSALS ACCEPTED**

An Offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation. No alternate proposals will be accepted. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since the USPTO would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

#### **L.15 PERIOD OF ACCEPTENCE OF OFFERS**

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 120 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are bid.

#### **L.16 PREPROPOSAL CONFERENCE**

The Government is planning a preproposal conference during which potential contractors may obtain a better understanding of the work required. Offerors are strongly urged to visit this preproposal conference to fully inform themselves about the conditions under which the work is to be performed.

Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to; or during, the conference; however, offerors will be asked to confirm verbal questions in writing.

In order to facilitate conference preparations it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

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The Government assumes no responsibility for any expense incurred by an Offeror prior to contract award. Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment. If the answers to conference questions, or any solicitation amendment, create ambiguities it is the responsibility of the Offeror to seek clarification prior to submitting an offer.

The Conference will be held at:

Date: Tuesday, September 14, 2004

Time: 09:30am to 11:30am

Location: U.S. Patent and Trademark Office, Patent Theatre, CPK-2, 2<sup>nd</sup> Floor

#### L.17 POST AWARD CONFERENCE

A post award conference with the successful Offeror may be required. If required, it will be scheduled and held within 15 days after the date of contract award.

#### L.18 PRE-AWARD SURVEY

If an offer submitted in response to this solicitation is favorably considered, a survey team may contact and visit your facility to determine your capacity, financial capability, and technical ability to perform. Current financial statements and other pertinent data should be available at that time. Such evaluation criteria will be used to determine Offeror responsibility in accordance with FAR 9.1.

#### L.19 PROPOSAL SUBMISSION AND CONTENT REQUIREMENTS

##### L.19.1 Proposal Submission

Offerors shall provide one (1) original and nine (9) copies of their proposal not later than **2:00PM local time Friday, October 15, 2004**, to the US Patent and Trademark Office, Office of Procurement, Attention: Ms. Dora Sanders. All documents shall be delivered as a single package. Depending on the mode of delivery, Offer's response should be addressed as follows:

##### US Postal Service

US Patent and Trademark Office  
Office of Procurement  
Mail Stop 6  
PO Box 1450  
Alexandria, VA 22313-1450  
Attn: Ms. Dora Sanders

##### Commercial Delivery

US Patent and Trademark Office  
Office of Procurement  
2011 Crystal Drive, Suite 810  
Arlington, VA 22202  
Attn: Ms. Dora Sanders

Offerors shall be responsible for accessing the web page (<http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>) for any changes to this RFP. All changes, questions, and answers shall be posted to this location.

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## L.19.2 General Instructions for the Preparation of Proposals

The documents shall be submitted in paper form (one (1) original and nine (9) copies) and in electronic MSWord format on CD-ROM (one copy), and formatted for 8-1/2" by 11" white, untextured paper, single-spaced. Margins shall be at least 1 inch on all sides. The type for all documents submitted (excluding charts and graphs which may be submitted as foldouts to the proposal) shall be black, shall not exceed 12 characters per linear inch or exceed 6 lines per vertical inch and shall be at least 10 point.

Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable. The USPTO is not obligated to request additional information from any Offeror in order to make determination of technical acceptability. Facsimile proposals and modifications of proposals are not permitted and will be disregarded if received. Proposals shall present an Offeror's understanding of the scope of the procurement and an overall approach in providing the required products. General statements such as the Offeror understands, the Offeror can or will comply with the requirements, standard procedures will be used, well known techniques will be used, or that paraphrase the Statement of Work in whole or in part will not satisfy the requirements concerning the content of a technical proposal and may serve as the basis for rejecting that Offeror's proposal. Failure to submit proposals in compliance with these minimum requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Offerors are required to address the following in response to this RFP: Technical Approach, Resources, Past Performance, and Price Proposal. Each proposal shall include a Table of Contents that indicates the page numbers of each section, figure or table. Dividers with tabs shall be inserted between the sections, with each section starting on a new page. The Table of Contents and dividers are not included in the maximum page count. COST OR PRICE INFORMATION SHALL BE SUBMITTED ONLY IN THE PRICE PROPOSAL SECTION.

| <u>Section # and Description</u> | <u>Maximum Page Limit</u> |
|----------------------------------|---------------------------|
| 1. Technical Approach            | 60                        |
| 2. Resources                     | 10                        |
| 3. Past Performance              | 10                        |
| 4. Price Proposal                | No Limit                  |

## L.19.3 Technical Approach

The Technical Approach section of the proposal shall not exceed a maximum of 60 pages, including any flowcharts.

### L.19.3.1 Planned Operations

In this section, the Offeror shall provide a technical approach to provide the services required in the following sections of the RFP:

- C.2.1 File Maintenance,
- C.2.2 Tech Center Copying,
- C.2.3 Document Receipt and Mailing,
- C.2.4 Print Working File,
- C.2.7 Mail Open/Sort,
- C.2.8 Fee Collection,
- C.2.9 Formality Review,

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- C.2.11 Bib Data Entry,
- C.2.12 PCT File Assembly,
- C.2.13 PCT Copy Provision,
- C.2.14 PCT Mailing,
- C.2.15 PCT File Room Maintenance, and
- C.2.19 Trademarks Support.

The Offeror's description should include a proposed workflow including workflow diagrams as appropriate and should demonstrate a thorough understanding of PTO's requirements, the ability to meet changing requirements and/or fluctuations in workloads, and the ability to respond to report requests including providing accurate document counts and other production data. The Offeror shall also describe the control and management of data and documents that will be concurrently in process and explain planned security controls and procedures that address maintaining the confidentiality of patent data.

#### L.19.3.2 Quality Control

The offeror shall provide information on quality control and quality assurance techniques planned to meet the requirements of Section C. In addition, the offeror's approach should demonstrate the ability to achieve required timeliness and quality standards and identify methods planned to insure provision of quality products and services including such things as

- problem identification and resolution;
- spot checks of ongoing work;
- type, method, and frequency of inspections; and
- identification and elimination of systemic problems.

#### L.19.3.3 Transition Plan

In this section, the Offeror shall provide a transition plan providing details regarding the acquisition of facilities, equipment, and supplies, and the recruitment and training of personnel prior to start of full contract operations. The transition plan shall include an explanation of how it will insure the provision of required services by contract start.

#### L.19.4 Resources

The Resources section of the proposal shall not exceed a maximum of ten pages.

In this section, the Offeror shall provide a detailed plan describing the resources required to provide the services specified in this RFP. This plan shall address the proposed staffing, equipment, supplies, and facilities. The Offeror shall describe the proposed organizational structure (including any sub-contractors) in terms of roles, responsibilities, and reporting. The Offeror shall, for each CLIN in Schedule B, provide the labor categories, the number of FTEs and productive work hours for each labor category, and established production rates for that CLIN. In addition, the Offeror shall provide information on plans and methods to recruit, train, manage, and retain a qualified workforce over the life of the contract, including information on dealing with unplanned agency closures (e.g., due to bad weather). The Offeror shall describe contractor-provided equipment and supplies, including where appropriate, performance information necessary for successful completion of all functions.

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#### L.19.4.1 - Teaming Plan

The small business offeror (proposing as the prime contractor) must submit a Teaming Plan. There is no required format for this plan. For each subcontractor of the team, the offeror must identify:

- A. Name of the subcontractor.
- B. Area of expertise of the subcontractor.
- C. Proposed percentage of contract work to be given to the subcontractor.
- D. Identify the subcontractor as a large business or a small business. If a small business, identify the category of small business (i.e., veteran-owned small business (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged business, and small businesses.)

#### L.19.5 Past Performance

The Past Performance section of the proposal shall consist of a maximum of 10 (1 page management summary plus 9 pages references/experience) pages for the prime contractor and a maximum of 10 pages (references/experience) for each subcontractor and/or teaming partner.

Offerors shall provide a 1-page management summary, which provides pertinent information on the company's history, experience, and other relevant factors. In addition, offerors shall provide summaries of performance and experience from five recent contracts, which demonstrate the offeror's ability to deliver support services. For each contract cited, offerors must provide:

- agency/company name, address, and contract number;
- name, phone and fax numbers, and mailing address of person most responsible for day-to-day contract administration;
- name, phone and fax numbers, and mailing address of Contracting Officer;
- contract type and value;
- offeror's role (prime or sub);
- contact name, company name, phone and fax numbers, and mailing address of prime contractor (if offeror was a subcontractor) or subcontractor (if offeror was prime contractor); and
- period of performance.

In addition, for each cited contract, offerors shall provide a succinct description of services provided. At a minimum, this information should demonstrate the offeror's ability to:

- employ, manage, and retain skilled personnel,
  - manage services similar to the requirements of this RFP,
  - process large work volumes,
  - meet timeliness and quality standards,
  - manage fluctuating workloads,
  - manage multiple tasks in multiple locations, and
  - cooperate with agency management on changing work processes and implementing new technology;
- and the offeror's interfaces with customers and other contractors performing on the contract or with whom coordination was required to successfully perform the work.

If a subcontractor or teaming arrangement is proposed, the offeror shall provide current points of contact (Contracting Officer and COTR), point of contacts' telephone number, fax number, email addresses (if

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available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed for at least three (3) Government and/or commercial contracts that each proposed subcontractor has accomplished. Clearly identify the subcontractor or teaming arrangement that you are proposing to provide for this contract.

In addition to the information required in above, the offeror is required to provide for completion to those references designated, the Past Performance Questionnaire found in Section J, Attachment 10, to this solicitation. The USPTO requires that the references submit the completed questionnaires directly to the Government's Contracting Officer at the address shown in Clause L.19.1. The offeror is responsible for exercising due diligence to ensure references submit completed past performance questionnaires directly to the Government no later than the proposal submission due date. Offerors are cautioned that failure to demonstrate due diligence may result in a lower rating for this component of past performance. The information included in the past performance questionnaires shall be considered sensitive and shall not be released to offerors or used beyond the contract award evaluation process.

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide at least five (5) references, and its subcontractors are not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications shall result in the USPTO not considering an offeror for award of any resulting contracts. The purpose of requesting references (if available) is to provide the USPTO with an adequate sampling of past performance information in the event references fail to provide needed information or are no longer available to provide the information. As stated, if an offeror cannot provide requisite number of references, a certification so stating is required.

Notes:

- \* The USPTO reserves the right to determine which contracts submitted by the offeror is relevant to the requirements and to utilize only those references.
- \* In the conduct of its past performance evaluation of offerors, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the offeror. The USPTO may use past performance information obtained from sources other than those identified by the offeror. Those offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.
- \* By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that USPTO cannot contact the referenced individuals within a reasonable time frame, the past performance reference may not be considered.

All contracts cited above will be considered to be potential references and may be contacted by the Government for a past performance evaluation/rating. Offerors shall insure that the individual listed for each contract as having day-to-day contract administration responsibility has been notified that the USPTO may contact them and has been authorized to respond to such inquiry. An inability to reach by phone the cited contact for contract administration may result in that project experience being excluded from the proposal evaluation.

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#### L.19.6 Price Proposal

Offerors shall provide a completed Schedule B containing proposed unit prices for the base and each option year for each line item listed. Offerors also shall provide a breakdown of the elements which compose the unit price. For the purpose of proposing cost estimates, Offerors should use Department of Labor Wage Determination 94-2103.

#### L.19.7 Solicitation

Offerors shall submit one fully executed copy of the solicitation including all amendments, SF-33, and completed Section K -Offeror Representations and Certifications.

#### L.19.8 Subcontract Information

Offerors shall disclose the use of all proposed subcontracts with a cumulative value over \$100,000. For these subcontracts valued over \$100,000, the following information must be furnished:

- firm name,
- address,
- point of contact,
- contact telephone number,
- value of subcontract (base plus option periods),
- role of the subcontractor,
- subcontract type (i.e., fixed price, cost reimbursable),
- place of performance, and
- documentation of how the proposed subcontractor was selected.

#### L.20 SET-ASIDE INFORMATION

This solicitation is 100% Set-Aside for Small Business Concerns.

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acqnet.gov>

| Clause    | Title                 | Date      |
|-----------|-----------------------|-----------|
| 52.217-05 | Evaluation Of Options | July 1990 |

### M.2 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of this RFP will be an integrated assessment by the USPTO based on evaluation factors described above. Award will not be automatically determined by numerical calculation or formula. Award of the contract will be made to the responsive, responsible Offeror whose proposal, including options, contains the combination of technical, resource, and past performance and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of technical, resource, and past performance features with differences in price to the USPTO. The USPTO is under no obligation to award to the Offeror whose proposal receives the highest overall rating. The USPTO shall determine what tradeoff among technical, resource, and past performance and price factors promises the greatest value to the USPTO.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- o Determined to be responsible according to the standards of FAR Subpart 9.1.
- o Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the RFP.
- o Proposal is prepared according to instructions set forth in the RFP and demonstrates the Offeror's capability to perform the scope of work required.
- o Meets the mandatory requirements set forth in Section C of the RFP.

The USPTO will not award a contract at a significantly higher overall cost to achieve slightly superior features. However, the USPTO reserves the right to award a contract at a higher overall cost for significantly superior features. In assessing superior features, the USPTO will conduct a trade-off analysis giving consideration to the proposal that demonstrates the offeror's capability of furnishing the USPTO and its customers with continued high quality patent and trademark support services. The USPTO may reject any or all proposals if such action is in the interest of USPTO.

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### M.3 EVALUATION CRITERIA

Technical, resources, and past performance factors will be scored. A risk assessment will be conducted for each factor. Price will not be a scored criterion but will be evaluated as described below in Price Evaluation. Evaluation of each Offeror's proposal will be conducted as set forth below.

#### M.3.1 Technical Approach Criteria

The following subfactors will be used to evaluate an offeror's technical approach.

##### A. Planned Operations

An offeror's understanding of the requirements will be evaluated by analyzing proposed workflows and workflow management plans. The proposed approach will be evaluated for completeness and viability, the ability to respond to fluctuating workloads, the ability to meet required processing turnaround times, and the ability to provide required production data/reports.

##### B. Quality Control

An offeror's approach will be evaluated for its ability to provide quality products and services. Proposed methods and techniques to promptly identify and resolve problems and errors, to identify and eliminate systemic problems, and to monitor ongoing work operations will be evaluated for sufficiency and effectiveness.

##### C. Transition Plan

An offeror's proposed plan and schedule to acquire needed facilities, equipment, and supplies and to recruit and train personnel will be evaluated for its feasibility in meeting required contract start dates.

#### M.3.2 Resource Criteria

The following subfactors will be used to evaluate an offeror's planned resources.

##### A. Staffing

An offeror's proposed staffing will be evaluated by reviewing the appropriateness of numbers and labor categories of employees; the reasonableness of production rates; the adequate ratio of management and supervisory personnel; and the viability of plans to recruit, train, manage, and retain a quality work force during the life of the contract. The proposed workforce will be evaluated for its sufficiency, effectiveness, and flexibility in meeting contract requirements.

##### B. Equipment and Supplies

Proposed equipment and supplies will be evaluated to determine their sufficiency and appropriateness and their effectiveness in meeting performance requirements.

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### C. Teaming Plan

The offeror's teaming plan will be evaluated to determine its appropriateness and effectiveness in meeting performance requirements, its ability to clearly establish roles and responsibilities, and its seamless integration into overall contract management activities.

#### M.3.3 Past Performance Criteria

The following subfactors will be used to evaluate offeror past performance.

##### A. Relevance

An offeror's past and present experience will be evaluated to determine the extent of offeror's experience providing same or similar services, managing high volumes of work with fluctuating workloads, managing a large workforce in multiple locations, recruiting and retaining a large, quality workforce.

##### B. Customer Satisfaction

An offeror's customer satisfaction will be evaluated using past performance information on quality and timeliness of work products, contractor cooperation, cost containment, communication, and access to corporate officials.

#### M.3.4 Price Evaluation

To evaluate offers for award purposes, the USPTO will apply Offeror's proposed fixed prices to the estimated quantities for all line items and all contract periods included in the solicitation. The USPTO will determine the most advantageous proposal to the USPTO in terms of total price over the total contract period. Evaluation will consider all prices including escalation, terms, and conditions. The burden of price credibility rests with the Offeror. No prompt payment discounts or limited time offers will be considered in price evaluation. The evaluated quantities presented in the unit price tables are not a representation by the USPTO that these quantities will be required or ordered.

The USPTO will use the following criteria to evaluate the price proposals.

##### A. Reasonableness

If it is determined that an Offeror's prices are unexplainably high, the Offeror may be judged unrealistic. Prices that are unexplainably low and represent a probable loss position for the Offeror may be judged unrealistic and may be cause for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an improvident proposal. Also, see Section M.3.

##### B. Completeness

The USPTO will evaluate the responsiveness of each Offeror in providing prices for all RFP requirements and all line items in Section B.

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## M.4 EVALUATION PROCEDURES

In the conduct of its evaluation of Offeror proposals, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include technical reports, commercial literature, and contact with present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Past performance information obtained will be used for both responsibility determination and the best value decision. The USPTO intends to award a contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the Offeror's best proposal. Pursuant to the flexibilities provided in the PTAG, the USPTO reserves the right to conduct discussions only with the highest ranked offeror if a competitive range is established. If discussions are conducted and the USPTO Contracting Officer is unable to reach agreement with the highest ranked offeror, negotiations will be initiated with the next highest-ranked firm.

The USPTO may discontinue the evaluation of any proposal which is unacceptable because of the following:

- It does not represent a reasonable effort to address itself to the essential requirements of the RFP or clearly demonstrates that the Offeror does not understand the RFP; or
- A substantial deficiency is inherent in the proposal; or
- It contains major deficiencies or out-of-line costs which discussions with the Offeror could not reasonably be expected to cure.

It is particularly important that Offerors recognize that the initial evaluation of their proposals and initial determination of the competitive range will be made upon a review of the written proposal only, plus an independent evaluation that may be made with regard to price proposals by audit representatives of the Government. Therefore, offerors are cautioned to ensure that their proposals properly reflect their ability to satisfy the requirements of this solicitation. Proposals which do not include the data necessary for a thorough evaluation may be determined to be unacceptable as a result of the initial evaluation. The USPTO is not obligated to request additional information from any Offeror.

## M.5 RELATIVE IMPORTANCE OF EVALUATION FACTORS

The USPTO has determined that the combination of technical approach, resources, and past performance factors, are significantly more important than price considerations. Of the non-price factors, technical approach and resources, both individually and when combined, are more important than past performance. Under technical approach, planned operations is somewhat more important than quality control which is significantly more important than transition plan. Under resources, staffing is somewhat more important than equipment and supplies, which is somewhat more important than teaming plan. Under past performance, relevance and customer satisfaction are approximately equal in importance.

## M.6 SINGLE AWARD

Multiple awards or awards by line item will not be made. Offers will be evaluated on the basis of total aggregate price for all line items. Offerors are required to submit prices on each separately priced line item listed in the unit price tables in Section B.

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## M.7 UNBALANCED OFFERS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall cost to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less the cost of some work and prices that are significantly overstated for other work.